



ATTACHMENT A: PROPOSAL REQUIREMENTS & SPECIFICATIONS

EQUALIS GROUP: PORTABLE & STANDBY GENERATORS WITH RELATED SERVICES & SOLUTIONS PROGRAM

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Section 1. General Guidelines

1.1. Instructions for Completing Attachment A

The specific requirements and proposal specifications for this Program are detailed in this **Attachment A – Technical Proposal Requirements & Proposal Specifications**. Attachment A is provided to Bidders in an editable Microsoft Word form so that it can easily serve as the base document for a Bidder's Technical Proposal. Bidders should incorporate their Technical Proposal responses directly into this document and include referenced attachments separately.

Use the following electronic file naming convention for naming your Technical Proposal prior to uploading your completed Technical Proposal to Bonfire: ***Technical Proposal – Bidder Name.docx***.

For sections of Attachment A structured like the example below, simply click in the green cell on the “Click here to enter response” text and either type in or paste (using the *Paste Special > Merge Formatting* function in Microsoft Word) your response.

1.1.1.	Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.
Cummins is a 100 year old company formed in Columbus, Indiana, in February 1919. https://www.cummins.com/news/2019/02/06/cummins-turns-100	

For sections of Attachment A structured like the example below, click on the “Yes” checkbox if your solution **fully provides** the defined requirement. Click on the “No” checkbox if your solution does not provide or only provides part of the defined requirement. The green cell is included for Bidders to provide any additional information or capabilities relating to that defined requirement. For example, if your solution i) provides more capabilities around that requirement, ii) meets some, but not all of that requirement, or iii) does not meet the defined requirement, but provides an alternative solution for the Proposal Review Team’s (“PRT’s”) consideration, click in the green cell on the “Click here to provide additional commentary, if necessary.” text and either type in or paste (using the *Paste Special > Merge Formatting* function in Microsoft Word) clarifying or additional information as appropriate.

1.1.2.	Portable Generators. Are portable generators included in your proposal?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Yes, we manufacture mobile generators on trailers ranging from 70KW to 500KW and also carry small portable generators ranging from 2500W to 9500W. We are a strategic supplier to United Rental and have done significant business with major rental companies.		

1.2. Trade Secrets

Bidders are encouraged to review **RFP Section 3.4 – Trade Secrets Prohibition; Public Information Disclaimer** in conjunction with developing their responses to this RFP. Any information provided by a Bidder in its proposal that is not marked as trade secret information shall be deemed to be public records in accordance with Ohio law.

1.3. Attachments

Bidders may incorporate additional documents by reference as part of their response to **Attachment A – Technical Proposal Requirements & Proposal Specifications**. For example, you may want to include brochures, charts, or graphs in response to specific questions included in this Attachment A. Bidders should clearly state in their response to questions in Attachment A whether any specific documents are incorporated in their proposal by reference. In the event the attached documents are not references or referenced correctly, the PRT may exclude those attachments from consideration when scoring proposals.

The file names of such referenced documents that are included in a Bidder's electronic Technical Proposal submissions and uploaded to Bonfire should include, in the following order: i) Technical Proposal, ii) Bidder's name, iii) the Section number of the question for which the file is included as part of the response, and iv) a brief description of what is included in the electronic file. For example, if a Bidder



references an attachment that includes financial statements in response to **Section 3.2.1.**, the following electronic file name would be appropriate: ***Technical Proposal – Bidder Name – Section 3.2.1. – Financial Statements.pdf***.

Section 2. Initial Qualifying Criteria

2.1. Completing & Submitting Initial Qualifying Criteria Documentation

As described in **RFP Section 5 – Criteria for Proposal Evaluation & Selection**, Bidders must complete and provide executed originals of the following documents as part of the proposal Bidders submit. *Equalis Group will not consider a Bidder's Technical and Cost Proposals unless these forms are properly completed and submitted as part of the Bidder's proposal.*

2.1.1.	Attachment C – Required Bidder Information & Certifications. This document includes information about the Bidder, key points of contact for proposal and legal questions that may arise during Equalis Group's review of the response, minority business enterprise and certifications, required affirmations subject to Ohio Revised Code guidelines, equal employment opportunity questions, questions regarding the subcontracting of certain elements of a Bidder's service delivery to Members, and confirmation that Bidder has reviewed and annotated, if applicable, the Equalis Group model i) Master Agreement, and ii) Administration Agreement entered into with Winning Suppliers.
Attachment C is complete.	
2.1.2.	Attachment D – W-9. Bidders must complete the W-9 form and include the completed W-9 form in their response.
Attachment D is complete	
2.1.3.	Does your proposal include the properly completed and executed Attachment C and Attachment D ? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Both Attachments are complete	

Section 3. Bidder Overview & Qualifications

3.1. Company Information

3.1.1.	Company Name & Address.	
Company Name:	Cummins Inc	
Headquarters Street Address:	500 Jackson Street MC 60113	
City, State & Zip Code:	Columbus, IN 47201	
Main Telephone Number:	1-800-CUMMINS	
Website:	www.cummins.com	
3.1.2.	Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	
Cummins is a 100 year old company formed in Columbus, Indiana, in February 1919. https://www.cummins.com/news/2019/02/06/cummins-turns-100		
3.1.3.	Legal Structure. Check the box next to the option that best describes the company's legal structure. Include requested narrative in the space provided.	
<input checked="" type="checkbox"/>	Corporation – provide the State of incorporation and the company ownership structure.	State of incorporation – Indiana Publicly traded company; Trading symbol – CMI CEO – Tom Linebarger
<input type="checkbox"/>	Partnership – provide the State of registration and the names of all partners.	Click here to enter response.
<input type="checkbox"/>	Sole Proprietorship – provide the State of registration and the name and title of the principal.	Click here to enter response.
<input type="checkbox"/>	Joint Venture – provide the State of registration and the names and titles of all principals.	Click here to enter response.
<input type="checkbox"/>	Other – provide detailed description of corporate structure and ownership.	Click here to enter response.

3.2. Financial Strength & Legal Considerations

3.2.1.	Financial Strength. Provide three (3) years of company and any parent company financial statements or other documents that speak to the financial strength of the company, such as the most recent Annual Report to Shareholders and 10K Report (if applicable) or audited financial statements, including income statement and balance sheet. <i>Note: you may mark this information as a "Trade Secret" per the terms of RFP Section 3.4 – Trade Secrets Prohibition; Public Information Disclaimer and provide your response to this question in a separate electronic file that includes a "Trade Secret" watermark. Any company financial information provided should be included as part of the Technical Proposal. The proposal scoring of this Section 3.2.1. for Bidders that do not provide any financial information will be zero/fails to meet.</i>
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Cummins is a global company ranked 128 in the Fortune's list with sales revenue of \$23.5B in 2019, \$23.7B in 2018 and \$20.4B in 2017. For financial information related to Cummins Inc, such as 10K, income and balance sheet information, please see all our annual reports under the following link.

<https://investor.cummins.com/sec-filings/annual-reports>

3.2.2. Bankruptcy & Insolvency. Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.

Cummins Inc has never petitioned for bankruptcy protection.

3.2.3. Litigation. Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.

Cummins is subject to numerous lawsuits and claims arising out of the ordinary course of its business. Cummins refers Requestor to its Form 10K, in which Cummins discloses lawsuits, claims, or proceedings which may have a material effect on the company.

3.2.4. Mandatory Contract Performance Disclosure. Pursuant to **RFP Section 3.13**, disclose whether the your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any "formal claims" for breach of those contracts. For purposes of this disclosure, "formal claims" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Cummins is subject to numerous lawsuits and claims arising out of the ordinary course of its business. Cummins refers Requestor to its Form 10K, in which Cummins discloses lawsuits, claims, or proceedings which may have a material effect on the company.

3.2.5. Mandatory Disclosure of Governmental Investigations. Pursuant to **RFP Section 3.14**, indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Bidder by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Bidder from consideration, such governmental action and a review of the background details may result in a rejection of the Bidder's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Cummins is subject to numerous lawsuits and claims arising out of the ordinary course of its business. Cummins refers Requestor to its Form 10K, in which Cummins discloses lawsuits, claims, or proceedings which may have a material effect on the company.

3.3. Industry Qualifications

3.3.1.	Company Identification. How is your organization best identified? Is it a manufacturer, distributor/dealer/reseller, or service provider? Based on your answer, please provide a response to question 3.3.1.1 or 3.1.1.2.
Cummins is uniquely positioned. We are both a manufacturer of gensets and also sell our products through our company owned distribution network.	
3.3.1.1.	Authorization. If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
Click here to provide additional commentary, if necessary.	
3.3.1.2.	Network Relationship. If your company is best described as a manufacturer or service provider, please describe your direct sales and service force and how your dealer network operates to sell and deliver the Products & Services proposed in this RFP. Is your direct sales force employed by your company or by a third party? Please explain.
<p>Cummins Sales and Service is the registered trade name of Cummins Inc. in North America. Cummins Sales and Service is the distribution business unit of Cummins Inc. It is 100% owned by Cummins Inc.</p> <p>With 205 branch/ service centers, 850 sales staff and 3200 certified service technicians in North America, Cummins Sales and Service is committed to providing exceptional sales, service and parts support and preventative maintenance programs for all Cummins engines, generators, and related components. Staffed by Cummins trained and certified professionals, our facilities provide 24/7 emergency call-out service 365 days a year. Our promise is to deliver exceptional products, dependable service, and reliable support, when and where you need it. Our goal is to keep your equipment on the job and operating at its peak efficiency. See attachment " Technical Proposal - Cummins - Section 3.3.1.2 – Infograph".</p> <p>Please visit our locations page (https://salesandservice.cummins.com/locations) for contact information, hours of operation, and directions to the nearest Cummins Sales and Service center in your area.</p>	
3.3.2.	Industry Experience. For how long has your company been in the temporary power and/or related products and services industry? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from the provision of generators and/or related products and services?
<p>We have more than 100 years of experience in power generation business and an extensive global distributor network across 190 countries. Cummins 2019 total sales revenue is \$23.5B. For 2019 our power systems business was 19% of our full revenue (\$4.5B). For 2018, power systems was 20% of full revenue (\$4.6B). For 2017, power systems business was 20% of full revenue (\$4.1B). For more information on our financial results, please visit https://investor.cummins.com/sec-filings/annual-reports .</p>	
3.3.3.	Geographic Reach. Describe your company's service area in the United States (e.g., nationwide, the continental United States, or specific states or regions). If your company does not currently provide services nationwide, describe your plans/timeframes to achieve nationwide service provision, if applicable.
<p>Cummins has a nationwide coverage network including Hawaii and Alaska. With 205 branch/ service centers, 850 sales staff and 3200 certified service technicians in North America, Cummins Sales and Service is committed to providing exceptional sales, service and parts support and preventative maintenance programs for all Cummins engines, generators, and related components. Staffed by Cummins trained and certified professionals, our facilities provide 24/7 emergency call-out service 365 days a year. Our promise is to</p>	

deliver exceptional products, dependable service, and reliable support, when and where you need it. Our goal is to keep your equipment on the job and operating at its peak efficiency. See attachment " Technical Proposal - Cummins - Section 3.3.1.2 – Infograph".

Please visit our locations page (<https://salesandservice.cummins.com/locations>) for contact information, hours of operation, and directions to the nearest Cummins Sales and Service center in your area.

3.3.4. Certifications and Licenses. Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?

Cummins has an in-house service personnel certification program. Each technician is required to certify and train to work on any Cummins product. Progressive level of training and certification allows each technician to develop a career path by reaching the next level of technical certification. Outside of internal requirements, no license required.

3.4. Public Sector Focus

3.4.1. Public Sector Contract Vehicles. What Public Sector contract vehicles (e.g., state term contracts, General Services Administration schedules, group purchasing organization contracts, etc.) does your company have in place to provide generators and/or related products and services to public sector entities under an exemption from the standard public sector bid/RFP process? For each contract vehicle, when was the contract established, what is the expiration date, and is the award sole source or multi-source (i.e., is your company the only supplier for the spending category or are multiple competing suppliers included in the contract vehicle), and how much annual revenue your company generated through the contract(s) in each of the last three (3) calendar years?

[REDACTED]

3.4.2. Public Sector Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education) and local governments (i.e., municipalities, counties, special districts, and state agencies)?

[REDACTED]

3.4.3.	Public Sector Strategic Growth Plan. Describe your company's three to five-year local government, K-12, and higher education sales objectives and the key elements of your strategic plan to achieve those objectives. What is the total annual dollar value of your company's revenue generated by sales to local governments and educational institutions in each of the last three (3) calendar years? What percentage of your company's total annual revenue is generated by sales to local governments and educational institutions?
<div style="background-color: #d4edda; padding: 10px;"> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> </div>	

3.5. Customer References

3.5.1.	Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Your references should include a mix of types and sizes of public sector entities such as municipalities, K-12 schools or schools districts, and colleges and universities. Each reference should include: <ul style="list-style-type: none"> • Customer name and location; • Customer contact person and their title, telephone number, and email address; • A brief description of the products and services provided by your company; • Customer relationship starting and ending dates; and, • Notes or other pertinent information relating to the customer and/or the products and services your company provided.
<div style="background-color: #d4edda; padding: 5px;">Please see attachment titled " Technical Proposal - Cummins - Section 3.5 – References"</div>	

3.6. Insurance Coverage

3.6.1.	General Liability, Property & Automobile Insurance. If your company is selected as the Winning Supplier, during the term of any agreements between your company and Equalis Group, and for two (2) years following expiration or termination of such agreements, your company, at its own expense, will maintain and will require that its agents, subcontractors, or suppliers engaged in your company's performance of its duties under such agreements, maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under such agreements. Confirm that your company either a) has, or b) will purchase insurance coverage as described herein.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<div style="background-color: #d4edda; padding: 5px;">Click here to provide additional commentary, if necessary.</div>		
3.6.2.	Employee Dishonesty – Members. The Winning Supplier shall be held fully liable for any and all dishonest acts of its employees and/or its subcontractor's employees. Coverage must be provided for Third Party	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

	Employee Dishonesty, covering all employees and all officers of your company and any subcontractors, in an amount not less than \$100,000 per occurrence. Confirm that your company either a) has, or b) will purchase insurance coverage as described above covering all employees and all officers of your company, in an amount not less than \$100,000 per occurrence for each Equalis Group Member utilizing the Program.	
Click here to provide additional commentary, if necessary.		
3.6.3.	Third Party Employment Practice Liability – Members. The Winning Supplier shall be held fully liable for any and all employment practice acts of its employees and/or its subcontractor's employees, such as, but not limited to, sexual harassment and discrimination. Coverage must be provided for employment practice liability, covering all employees and all officers of your company and any subcontractors, in an amount not less than \$1,000,000 per occurrence. Confirm that your company either a) has, or b) will purchase insurance coverage as described above covering all employees and all officers of your company, in an amount not less than \$1,000,000 per occurrence for each Equalis Group Member utilizing the Program.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Cummins does not carry such insurance. That does not mean Cummins is not responsible for such acts, Cummins is not paying a premium to transfer the risk to an insurance company.		

Section 4. Products and Services

4.1. Products

Note: The products priced and included in **Attachment B – Cost Proposal** will be used to define the products that will be offered to Equalis Group Members.

4.1.1. Portable Generators. Are portable generators included in your proposal? ☒ Yes ☐ No

Click here to provide additional commentary, if necessary.

4.1.2. Standby Generators. Are standby generators included in your proposal? ☒ Yes ☐ No

Click here to provide additional commentary, if necessary.

4.1.3. Product Description(s). Provide a detailed description of the products you are offering as a part of your proposal.

A. Generators - Commercial GenSets are available in a range of sizes 10KW to 1000KW in multiple fuel types (Diesel, Natural gas and Propane). Please note we have not proposed pricing for generator models above 1000KW. Additional models above 1000KW up to 3500KW are available. Due to heavy customization needed in this KW range we have not included pricing. Our customer insights also indicate that members in the governmental space rarely purchase generators above 1000KW. Based on customer/ member demand, Cummins may add these additional models to the contract in the future.

B. Transfer Switches – We have quoted transfer switches ranging from 40 Amps to 4000 Amps. Please see Attachment B for more description.

C. Services – 24/7 emergency service and planned maintenance contracts available.

Please see following attachments for detailed features included in our base model:

1. "Technical Proposal - Cummins - Section 4.1.3 – Diesel Gens Base Model"
2. "Technical Proposal - Cummins - Section 4.1.3 - Natural Gas Gens Base Model"
3. "Technical Proposal - Cummins - Section 4.1.3 - Mobile Gens Base Model"
4. "Technical Proposal - Cummins - Section 4.1.5 - Transfer Switch Base Model"

I have provided these features list to help the Equalis review team to get an apples to apples comparison between varying proposals. Please do not publish this attachment on common website platforms such as landing pages to avoid easy access by competitors.

4.1.4. Differentiators. Describe what differentiates your company's products from your competitors.

- A. Cummins offers the most advanced micro processor based genset mounted controller in the industry today. Satisfying several industry standards, the control is robust and offers diagnostics, communications for easy troubleshooting.
- B. Cummins Power Generation generator sets are known for their fuel efficiency, responsive transient performance and rugged reliability.
- C. Cummins is also an industry leader in diesel emission solutions and technology. A leader in emissions-reduction and control technologies, Cummins Power Generation has pioneered a number of in-engine and after treatment techniques to meet and exceed the EPA's emissions-reduction standards for our large, stationary generator sets and mobile generator sets. Cummins was the first manufacturer to introduce EPA Tier 2 and Tier 3 generators to the market, well ahead of the regulatory deadline. Our mobile diesel generator sets were among the first applications in the important 175 to 751 horsepower node required to

meet EPA Tier 4 Final emissions regulations, and Cummins was the first manufacturer to receive Tier 4 Final certification on our range of high horsepower diesel generator sets (1MW to 2.7MW), eight months ahead of EPA's implementation date.

- D. One Cummins – Cummins is uniquely placed among its peers as we own our own distribution. Equalis Members will be working and directly communicating with a Cummins employee. This enables us to provide attention and market focus needed to satisfy the customer needs.

4.1.5. Transfer Switch. Describe the transfer switch options and capabilities included in your proposal.

- A. Cummins transfer switch and generators are designed to work together. We are the only company that is prepared to offer single source for their power needs.
- B. We have a complete line of transfer switches with a broad range of closing and withstand ratings that will satisfy varying customers. Please see attachment B for more description.
- C. Cummins offers the most advanced micro processor based transfer switch mounted controller in the industry today. Satisfying several industry standards, the control is robust and offers diagnostics, communications for easy troubleshooting.
- D. One Cummins – Cummins uniquely placed among its peers as we own our own distribution. Equalis Members will be working and directly communicating with a Cummins employee. This enables us to provide attention and market focus needed to satisfy the customer needs.

Please see attachment "Technical Proposal - Cummins - Section 4.1.5 – Transfer Switch Base Model" for features included in our base model. Please do not publish this attachment on common website platforms such as landing pages to avoid easy access by competitors.

4.1.6. Fuel Source. Describe the different fuel types with which your generators are compatible.

We have offered different generator solution based on customer needs – Diesel, Natural Gas and Propane.

4.1.7. Safety. Describe the safety features of the products included in your proposal.

Cummins generators and products are designed to meet industry standards such as EPA, UL2200, UL, CSA, NEC, NFPA

4.1.8. Load Management Capabilities. Describe your products load management capabilities.

Cummins provides a full portfolio of control capabilities including load management. These capabilities can be tailored to site specific requirements.

This comment is related to section 4.1.9 – Products quoted in attachment B are configured with standard enclosures that provide noise reduction. Additional options are available upon request.

4.1.9. Noise Reduction. Do the generators included in your proposal feature noise reduction capabilities? If yes, describe your generators noise reduction features & capabilities. ☒ Yes ☐ No

4.2. Manufacturing

4.2.1. Manufacturing. Describe your manufacturing operations. Your response may include, but not limited to, any ISO certifications or operational advantages.

Operational advantages – All major components in a generator such as engine, alternator fuel system, control system and other auxiliary components such as, transfer switches– are designed and manufactured by Cummins. Because they are designed by one manufacturer, all of the elements of our power generation systems work in harmony from the start. This integral approach – that we call the Power of One – gives you the peace of mind that comes from excellent customer support and reliable, trouble-free operation. Since we are vertically integrated, we are less affected by supply chain constraints than our competitors.

4.2.2. | Quality Control Testing. Describe your manufacturing quality control and quality assurance processes and procedures.

Cummins manufacturing facilities are certified to ISO 9001 and ISO 9002. Products are supported by Cummins prototype test support program to verify performance and integrity.

Section 5. Services

5.1. Turnkey Capabilities

Note: The capabilities priced and included in <u>Attachment B – Cost Proposal</u> will be used to define the capabilities that will be offered to Equalis Group Members.	
5.1.1.	Turnkey Capabilities. Describe the capabilities available through your company and, if applicable, your authorized network of dealers and resellers that support your ability to provide turnkey solutions for Equalis Group Members. Identify which of those capabilities are provided by your company and which are provided by your network of dealers and resellers.
Cummins regularly works with installing contractors as part of doing business in the generator market. Cummins will coordinate a quote for any customization work that is required by the customer.	

5.2. Installation

Note: The services priced and included in <u>Attachment B – Cost Proposal</u> will be used to define the services that will be offered to Equalis Group Members.	
5.2.1.	Installation. Is installation available as a part of your proposal? If yes, continue answering the remaining questions in 5.2. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Installation price is not included in attachment B.	
5.2.2.	Installers. Is the installation service performed by a company owned installation team or one of your dealers or resellers? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Cummins regularly works with installing contractors as part of doing business in the generator market. Cummins will coordinate a quote for any customization work that is required by the customer.	
5.2.3.	Qualifications. Describe the qualification of your installation crews. Your response may include, but is not limited to, training and certification requirements.
Installing contractors are required to meet federal, state and local licensing and regulation.	
5.2.4.	Permits. Identify who is responsible for acquiring the requisite permits to install and maintain a portable or standby generator.
Installing contractors are required to provide permits.	

5.3. Other Services

5.3.1.	Implementation/Start Up. Does your company offer implementation and start up services to ensure the generators is properly installed and operational? If yes, please describe your implementation services. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Startup will be performed by Cummins. As indicated in Attachment B, Members will receive 5% discount off typical sales price.	

5.3.2.	Training. If yes, provide a description of the training services offered. <i>Note: Training services are not limited to those provided to the members but can also extend to the training you provide you dealers, distributors, and resellers.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Cummins has free web based training programs for our customers which include webinars, factory fly in's and free videos for training purposes. If required, Cummins can also develop custom onsite training program for customers at an additional charge. As indicated in Attachment B, Members will receive 5% discount off typical sales price. Our regional distributors are also available to answer any questions for our customers.		
5.3.3.	Maintenance Services. If yes, provide a description of the maintenance services included in your proposal.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
As indicated in Attachment B, Members will receive 5% discount off typical sales price. Please contact assigned national account executive for site specific price. Maintenance programs vary by customer specification, application and KW ranges.		
5.3.4.	Decommissioning Services. Does your company offer decommissioning services for old generators? If yes, please describe your decommissioning services.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Cummins can provide decommissioning vendor recommendations upon request.		
5.3.5.	Repurposing Services. Does your company offer repurposing services which may include removing, refurbishing, and relocating generators? If yes, please describe your repurposing services.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Cummins can provide recommended vendors upon request.		

Section 6. Business Operations

6.1. Customer Service

6.1.1.	Customer Service Department. Describe your company's customer service department & operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.
<p>All our product is serviced through our distribution network. We have 205 branch service locations throughout North America. Please see our website for specific locations near you. https://www.cummins.com/sales-and-service. Staffed by Cummins trained and certified professionals, our facilities provide 24/7 emergency call-out service 365 days a year. With 850 sales staff and 3200 certified technicians servicing engine and power gen applications throughout North America and Canada. Cummins is well represented in all 50 states, US territories and all provinces in Canada. All customers can default to general service number 1-800-CUMMINS™ (1-800-286-6467) for US and Canada. This number will direct you to the local branch for expedited service. All customer inquiries received by Customer Care will receive a TSR Number. Each case is followed through until its resolution by the local Customer service representative. Our service representatives are trained to escalate any case in which they have exhausted all troubleshooting steps, authority or personal knowledge available. The escalated cases are passed on to the appropriate departments and monitored by Customer Care through this resolution.</p>	
6.1.2.	Expedited Orders. Describe your approach to handling emergency orders and/or service. Your description may include, but is not limited to, response time, breadth of service coverage, and service level.
<p>For purchase of generators, members can contact assigned National Account Executive. The assigned National Account Executive will act as a single point of contact for members and coordinate quotes with local sales managers.</p> <p>For Service - all customers can default to general service number 1-800-CUMMINS™ (1-800-286-6467) for US and Canada. This number will direct you to the local branch for expedited service. All customer inquiries received by Customer Care will receive a TSR Number. Each case is followed through until its resolution by the local Customer service representative. Our service representatives are trained to escalate any case in which they have exhausted all troubleshooting steps, authority or personal knowledge available. The escalated cases are passed on to the appropriate departments and monitored by Customer Care through this resolution.</p>	
6.1.3.	Complaint Resolution. Describe your customer complaint resolution process. Describe how unresolved complaints are handled.
<p>All customers can default to general service number 1-800-CUMMINS™ (1-800-286-6467) for US and Canada. This number will direct you to the local branch for expedited service. All customer inquiries received by Customer Care will receive a TSR Number. Each case is followed through until its resolution by the local Customer service representative. Our service representatives are trained to escalate any case in which they have exhausted all troubleshooting steps, authority or personal knowledge available. The escalated cases are passed on to the appropriate departments and monitored by Customer Care through this resolution.</p>	
6.1.4.	Product Returns. Describe your product return policy and procedures.
<p>Return policy is on a case by case basis as generators are custom configured.</p>	

6.2. Order & Invoice Processing; Payment

6.2.1.	Purchasing Options. Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of contact or if the contract will be made available to your dealers and reseller to serve as the single point of contact.
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Cummins will be the single point of contact for members. The contract will be open and available to all our direct sales force across North America. This will ensure the contract is marketed across all North America regions. We own our own distribution and sales channel. With 205 branches, we have sales locations across every major city in the US.

6.2.2. Order Process. Describe your company's proposal development and order submission process.

The contract will be open and available to all our direct sales force across North America for business development. This will ensure the contract is marketed across all North America regions. We own our own distribution and sales channel. With 205 branches, we have sales locations across every major city in the US.

Cummins ordering process is well defined within our distribution channel. Equalis member requests standard/ custom product needs referencing the Equalis contract. Cummins sales executive then creates a quote configuration (CPQ) to meet specific customer requirements and presents to members. The quote presented will reference that pricing is according to the Equalis-Cummins contract. Customer/ member terms & conditions are typically discussed and negotiated during this time. Equalis member sends a purchase order to Cummins sales executive for order processing and delivery.

6.2.3. Invoice Process. Describe your company's invoicing process.

Detailed invoices are issued upon delivery of equipment and services via agreed upon method (email, mail, electronic portal, etc)

6.2.4. Payment. What is your standard payment terms? What methods of payment do your company accept?

Net 30. Cash, Check, Credit Card, EDI

6.2.5. Financing. Does your company offer any financing options or programs? ☐ Yes ☒ No

Cummins routinely works with 3rd party leasing entities to accommodate customer requirements.

6.3. Members Contracting for Services

6.3.1. Customer Set Up. Once an Equalis Group Member decides to accept your company's proposal for services as described in this RFP, what is the process for the Member to become a customer?

Issuance of PO with complete customer billing information and applicable terms & conditions.

6.3.2. Customer Agreements. Does your company have standard customer agreements? If yes, please provide copies of any standard customer agreements and provide a response to question 6.3.3. ☒ Yes ☐ No

We do have T&C template that can be readily presented to the customer. Please see attachments "Technical Proposal - Cummins - Section 6.3.2 – Equipment" and "Technical Proposal - Cummins - Section 6.3.2 – Maintenance".

6.3.3. Contracting. What is the process for reviewing, negotiating, and finalizing any customer-specific contract terms or requirements? Approximately how long does the contracting process take to complete (i.e., secure a fully executed contract document)? What is the typical term length of your customer agreements?

Cummins has a dedicated contract review group for customer agreements. Typical review process less than one business week.

6.4. Bonding Capabilities

6.4.1.	Bonding. Describe your company's bonding capacity.
We are a Fortune 200 company. Financial statements are available at investor.cummins.com	
6.4.2.	Rating. Is your bonding obtained from a surety with an "A" rating from AM Best? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Click here to enter response.	

Section 7. Warranty

7.1. Warranty

7.1.1.	Warranty. Provide a copy of the manufacturer's warranty. If required, please attach the warranty as an attachment as instructed in Section 2.3 of this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. How long is the warranty? Please indicate, and describe if applicable, if there are any optional extended warranty coverage available to Members. How does your warranty coverage compare to that of your competitors? Pricing related to the any extended warranty options must be included in <u>Attachment B – Cost Proposal.</u>
See 3 Attachments related to section 7.1.1– Global warranty statement for specific details. To summarize - All products quoted in Attachment B price list are complete with 2 year comprehensive warranty. This is industry standard. Additional extended 5 year warranty is available for extra price.	
7.1.2.	Claims. Describe your warranty claims process.
Service requests can be initiated by 1-800-CUMMINS for support. Warranty claims are processed by our local service centers.	

Section 8. Additional Features & Other Offerings

8.1. Additional Features

8.1.1.	<p>Value Add. Describe any other features or capabilities relating to generators or temporary power generation that would improve or enhance the Program. Your response may include, but is not limited to, ecommerce capabilities, marketing capabilities, green initiatives, and technological advancements.</p>
	<p>A. Cummins feels that it has the most advanced micro processor based genset mounted controller in the industry today. Satisfying several industry standards, the control is robust and offers diagnostics, communications for easy troubleshooting.</p> <p>B. Cummins Power Generation generator sets are known for their fuel efficiency, responsive transient performance and rugged reliability.</p> <p>C. Cummins is also an industry leader in diesel emission solutions and technology. A leader in emissions-reduction and control technologies, Cummins Power Generation has pioneered a number of in-engine and after treatment techniques to meet and exceed the EPA's emissions-reduction standards for our large, stationary generator sets and mobile generator sets. Cummins was the first manufacturer to introduce EPA Tier 2 and Tier 3 generators to the market, well ahead of the regulatory deadline. Our mobile diesel generator sets were among the first applications in the important 175 to 751 horsepower node required to meet EPA Tier 4 Final emissions regulations, and Cummins was the first manufacturer to receive Tier 4 Final certification on our range of high horsepower diesel generator sets (1MW to 2.7MW), eight months ahead of EPA's implementation date.</p> <p>D. One Cummins – Cummins uniquely placed among its peers as we own our own distribution. Equalis Members will be working and directly communicating with a Cummins employee. This enables us to provide attention and market focus needed to satisfy the customer needs.</p> <p>E. Power of One - . All major components in a generator such as engine, alternator fuel system, control system and other auxiliary components such as, transfer switches– are designed and manufactured by Cummins. Because they are designed by one manufacturer, all of the elements of our power generation systems work in harmony from the start. This integral approach – that we call the Power of One – gives you the peace of mind that comes from excellent customer support and reliable, trouble-free operation. Since we are vertically integrated, we are less affected by supply chain constraints than our competitors.</p> <p>F. Marketing Capabilities – With 250 branches, 850 sales staff and 3200 Technicians that are directly employed by Cummins. We have a high degree of success to market this contract to potential customers.</p>

8.2. Additional Offerings

8.2.1.	<p>Other Capabilities. Identify and describe any other products and/or services your company offers outside the primary scope of this RFP that can be made available to Equalis Group Members. Include proposed pricing for any additional products or services your company offers in <u>Attachment B – Cost Proposal</u> in accordance with the directions provide in <u>RFP Section 2.3 Cost Proposal & Acceptable Pricing Formats</u>.</p>
	<p>Cummins also sells a range of Paralleling Systems – Full range of low and medium voltage switchgear and also microgrid solutions. For full portfolio of products and services, please visit our website www.cummins.com</p>

Section 9. Partnering with Equalis Group

9.1. Bidder Organizational Structure & Staffing of Relationship

9.1.1.	<p>Primary Point of Contact for Equalis Group. Who is the individual that will serve as Equalis Group's primary point of contact for developing and implementing a go-to-market strategy to increase Program participation by local governments and educational institutions across the country? Include the individual's name, title, a description of their role, and a resume or biography.</p>
<p>Harsha Narravula Manager – National Accounts Cell – (612)2465136</p> <p>I have been with Cummins for 10 years. During this time I have had several roles ranging from engineering to sales. At my current role as the manager of National accounts. My group is a special group that is responsible for driving incremental sales of our power generation equipment by developing strategic relationships with customers that want to do business nationally. My group acts as the single point of contact to the customer and we coordinate sales activities between customer and regional sales teams. I was responsible for winning other GPO contracts for Cummins such as Sourcewell and HGAC. I have had great success in administering and significantly growing these GPO accounts.</p>	
9.1.2.	<p>Key Staff. Provide the names, roles, and tenure with the company of other key staff members who will be working with Equalis Group in such areas as sales management, field sales, marketing, collateral development and approval, accounting, and reporting.</p>
<p>As a national service provider key staff are geographically dispersed across our US sales centers.</p>	
9.1.3.	<p>Organizational Chart. Provide an organizational chart describing the roles and reporting relationships of senior management and departments or divisions within your company.</p>
<p>See attachment Technical Proposal – Cummins – Section 9.1.4 – Org Chart</p>	
9.1.4.	<p>Sales Organization. Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, segmentation by account size, inside sales, field sales, and how sales representatives are compensated (e.g., on gross revenue, profitability, or some other formula).</p>
<p>As a national service provider key staff are geographically dispersed across our US sales centers. Refer to www.cummins.com for locations and details.</p>	

9.2. Contract Implementation Strategy & Expectations

9.2.1.	<p>Five (5) Year Sales Vision & Strategy. A piggybackable Master Agreement with Equalis Group provides your company with an opportunity to win new and renew existing local government and educational institution business through an exemption to the traditional bid/RFP process. In other words, public sector entities that want to purchase your company's products and services can do so without having to conduct a bid or RFP. Describe your company's vision and strategy to leverage a piggybackable Master Agreement with Equalis Group to win and retain local government and educational institution business over the next five (5) years.</p>
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- A. Given that our distribution (Cummins Sales and Service) is 100% Cummins owned. If awarded the contract, our national accounts team would present the contract terms and conditions to our regional sales VP's, sales managers and associates at our regular monthly business updates.
- B. Our National accounts group will design training presentations and start hosting in class and web based training programs for the sales staff
- C. We will publish the contracts, pricing, terms and conditions on our internal national accounts webpage for access by Cummins Sales and Service.
- D. We will also assign a national account representative to the account. The national accounts representative's main responsibility is to work with the members and distribution to support contract opportunities.
- E. We will also welcome suggestions by Equalis and its members to further enhance our presence.

9.2.2. ***Driving Program Participation & Revenue.*** What geographies and public sector vertical markets will be targeted and in what timeframe?

We envision this contract to be marketed nationally. We would be targeting customers in the local government sectors, counties, muni's, educational institutions and any non-profit organizations that are eligible for Equalis membership. Once we are awarded the contract, we will immediately start training our sales force about the contract through in person and web based training. This will roughly take about 4 to 6 weeks. Our sales would then start marketing this contract to our already existing and new customers immediately through our sales channel.

9.2.3. ***Master Agreement Deployment with Sales Team.*** How will the piggybackable Master Agreement be deployed with your public sector sales team?

- A. Given that our distribution (Cummins Sales and Service) is 100% Cummins owned. If awarded the contract, our national accounts team would present the contract terms and conditions to our regional sales VP's, sales managers and associates at our regular monthly business updates.
- B. Our National accounts group will design training presentations and start hosting in class and web based training programs for the sales staff
- C. We will publish the contracts, pricing, terms and conditions on our internal national accounts webpage for access by Cummins Sales and Service.
- D. We will also assign a national account representative to the account. The national accounts representative's main responsibility is to work with the members and distribution to support contract opportunities.
- E. We will also welcome suggestions by Equalis and its members to further enhance our presence.

9.2.4. ***Sales Team Incentives.*** How will your sales team be incentivized to leverage the Equalis Group piggybackable Master Agreement when pursuing public sector business?

Cummins has a commission based sales team that are incentivised by revenue generation. Equalis contract can provide a desirable path to market to increase win rate versus the traditional RFP process.

9.2.5. ***Revenue Objectives.*** What are your revenue objectives in each of the five (5) years of the piggybackable Master Agreement?

This is dependent on the marketing efforts by both Equalis and Cummins.

9.3. Administrative Fee & Reporting

9.3.1.	Administrative Fee. Equalis Group generates revenue as a percentage of the Winning Supplier's revenue from local government and educational institutions purchasing products and services from Winning Supplier through the piggybackable Master Agreement between the Winning Supplier and Equalis Group. The Administrative Fee is designed to align the interests of the Winning Supplier and Equalis Group – Equalis Group only generates revenue when the Winning Supplier generates revenue based on Program utilization by current and future Members. The Administrative Fee for this Program is two percent (2%) of the Winning Supplier's Program revenue, payable upon invoice issued by the Winning Supplier to participating Equalis Group Members. Confirm that, if selected as the Winning Supplier of this RFP process, Bidder agrees to this Administrative Fee structure.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Click here to provide additional commentary, if necessary.		
9.3.2.	Sales & Administrative Fee Reporting. Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15 th of each month and reports detailing the prior calendar year's sales invoiced and Administrative Fees earned within thirty (30) days following the end of the calendar year. Confirm that your company will meet or exceed this reporting requirement. If your company cannot meet this reporting requirements schedule, explain why and propose an alternative time schedule for providing these reports to Equalis Group.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>Sales reports and administrative fees every month might be quite tedious as we grow the contract. Cummins would like to propose these monthly reports to be switched to quarterly basis for ease of doing business.</p> <p>General Feedback to Equalis on forms – The technical proposal (Attachment A) word document provided has very restrictive formatting. For example we could not perform a spell check as this feature seems to be disabled. Please disregard any typos. Thank you</p>		

NORTH AMERICA

Count on Cummins

Support beyond the products

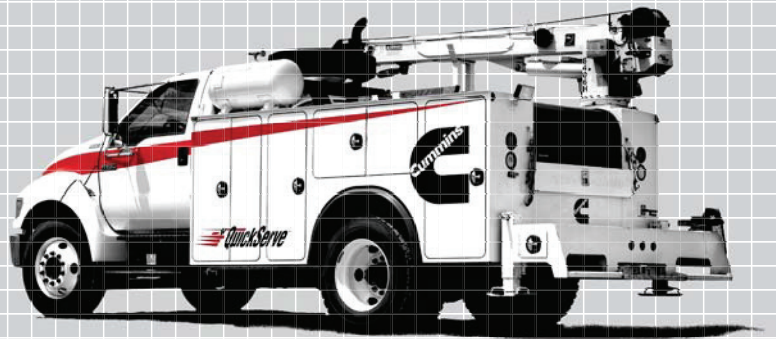


205 Branch Locations

3,200
Techs



\$250M Parts Inventory



2,200
Service Trucks



200
Technical
Support
Engineers



850
Sales
Staff

References

Reference 1: Fremont Atkinson, Lutz, Otis and Croghan Elementary Schools

- A. **Agency Name** – Fremont City School District
- B. **Contact Person Name** – Linda Claycomb
- C. **Address** –
500 West State Street
Fremont, OH 43420
- D. **Phone Number** – 419-332-6454
- E. **Description of Product and Date Sold** – C80N6 (80KW), OTPC300 for each school – Summer 2020

Reference 2: Elyria City School District – various schools

- A. **Agency Name** – Elyria City School District
- B. **Contact Person Name** – Jim Wall
- C. **Address-**
42101 Griswold Road
Elyria, OH 44035
- D. **Phone Number** – 440-284-8000
- E. **Description of Product and Date Sold** – Ely School – 150KW, OTEC 150, OTEC 225 – Sold 2019
Hamilton School – 250KW, OTEC 150, OTEC 225 – Sold 2019
Northwood School – 150KW, OTEC 225, OTEC 260 – Sold 2019

Reference 3: Painesville Bacon Road WTP and Raw Water Intake

- A. **Agency Name** – Lake County Utilities
- B. **Contact Person Name** – Jennifer Bell
- C. **Address** –
105 Main Street
Painesville, OH 44077
- D. **Phone Number** – 440-350-2751
- E. **Description of Product and Date Sold** – 500kW DFEK, 300 DQDAC - 2017



Reference 4: San Jacinto River Authority

- A. **Agency Name** – San Jacinto River Authority
- B. **Contact Person Name** – David Guyer
- C. **Address** -
SJRA
PO Box 329
Conroe, TX 77305
- D. **Phone Number** – 281-380-6145
- E. **Description of Product and Date Sold** – 450kW DFEJ - Sold 10/19/18;
250KW - Sold 05/01/18

Reference 5: City of Odessa

- A. **Agency Name** - City of Odessa
- B. **Contact Person Name** – Shane Bowles
- C. **Address** -
411 W. 8TH ST.
ODESSA, Texas 79761
- D. **Phone Number** - 432-335-4632
- E. **Description of Product and Date Sold** - 100kW C100D6C - Sold 04/04/19;
35kW C35N6 - Sold 04/04/19;
150kW C150D6D - Sold 04/04/19;

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter 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 agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. 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 this Agreement. Electronic transactions between Customer and Cummins will be solely governed by 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, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. CUSTOMER OBLIGATIONS. Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. **CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.**

3. PAYMENT TERMS. 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 Services. 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 all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

4. DELAYS. Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. **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.**

5. WARRANTY. Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED 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.

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 FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES 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 PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

7. 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 Services 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.

8. 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.

9. GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by 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 courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

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

11. 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.

12. 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 licence or any other rights to use any of the intellectual property rights of Cummins.

13. MISCELLANEOUS. Cummins shall be an independent contractor with respect to the Services performed 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 the Quote. No amendment of this Agreement shall be valid unless it is writing and signed by 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.

14. ON-CALL SERVICES. Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ("On-call Services"). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

15. 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 art 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

☐ Check if this Agreement pertains to government work or facilities.

TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the Quote, Sales Order, and/or Credit Application on the front side or attached hereto, are hereinafter 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. 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, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

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 agreed upon by the parties in writing. Any Quote is valid for 60 days. The price is firm provided drawings are approved and returned within 60 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth 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.

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 by Cummins, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. 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 best 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 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.

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.

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.

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.

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 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.

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.

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 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.

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.

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.

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.

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.

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.

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.

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 FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, 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) 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 EVEN IF THE EXCLUSIVE REMEDY UNDER THE WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

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.

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.

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.

GOVERNING LAW AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by 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 courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

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

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.

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 licence or any other rights to use any of the intellectual property rights of Cummins.

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 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 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 of a conflict in the terms of this Agreement with any Customer terms or conditions or agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern.

Cummins may incur additional charges which will be passed on to the Customer, as applicable.

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.

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.

☐ Check if this Agreement pertains to government work or facilities.



Warranty statement

Generator set

Models manufactured by the
Cummins Custom Design and Upfit Center
(CDUC) in De Pere, Wisconsin

**This warranty statement applies to the following
GenSet models:**

Table 1-1. Natural gas GenSets								
C55N6C	C115N6C	C200N6	C300N6	C400N5C	C500N6	C600N6	C750N6	C815N6
C55N6CB	C150N5C	C225N6	C350N6	C400N6	C500N6B	C635N6	C760N6	
C70N6C	C175N6	C225N6B		C450N6	C550N6	C650N6		
C95N5C	C185N6C	C230N6		C485N6	C550N5C	C690N6		
		C250N6			C580N6			
		C250N6C						
		C250N6CB						
		C275N6C						

AND Model GFPA

Table 1-2. Diesel GenSets
C80D6B
C110D6B
C130D6B
C275D6D
C400D6B

Table 1-3. Commerical mobile GenSets
CM10 IRG
CM20-1
CM20-2
CM20-3
CM25-1
CM25-2
CM25-3

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Cummins Sales and Service generator sets limited warranty

This limited warranty applies to all Cummins Sales and Service 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.

Product rating definitions:

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 reliable utility power outage. The permissible average power output over 24 hours of operation shall not exceed 70% of the ESP rating. For applications supporting an unreliable utility service, the Prime Power (PRP) rating should be used.

Prime Power (PRP) is defined as being the maximum power which a generator set is capable of delivering continuously whilst supplying a variable electrical load when operated for an unlimited number of hours per year. The permissible average power output over 24 hours of operation shall not exceed 70% of the PRP. For applications requiring permissible average output higher than stated, a COP rating should be used. Total operating time at 100% PRP rating shall not exceed 500 hours/year.

Demand Response Power Rating - Spark-Ignited Gas (DRP) is applicable for supplying electrical power in parallel with commercially available power in variable and non-variable load applications. This fuel rating is intended for use in situations where power outages are contracted, such as in utility power curtailment. Engine operation is limited to a total of 500 hours per year. Engines may be operated in parallel to the public utility up to 500 hours per year, with an average load factor no greater than 80% of rated Demand Response Power. Engines with Standby Power ratings available can be run in Emergency Standby applications up to the Standby Power rating for up to 50 hours per year. The customer should be aware, however, that the life of any engine will be reduced by constant high load operation.

Continuous Power (COP) is defined as being able to supply utility power at a constant 100 percent load for an unlimited number of hours per year. No overload capability is available for this rating.

Reference Cummins Bulletin # 3381307.

Warranty period

The warranty start date for stationary Product is the date of initial startup, demonstration or 18 months after factory ship date, whichever is sooner. The warranty start date for rental or oil and gas products is the date of receipt of Product by the end customer. See table for details.

Base warranty duration (whichever occurs first)

Rating	Months	Maximum hours
Emergency Standby Power (ESP)	24	400
Prime Power (PRP)	12	Unlimited
Demand Response Power (DRP)	12	500*
Continuous Power (COP)	12	Unlimited
Commercial Mobile (Kubota)	12	2000

*Of which 50 hours - maximum - can be run at the Standby rating, if applicable.

Cummins Sales and Service responsibilities

In the event of a failure of the Product during the warranty period due to defects in material or workmanship, Cummins Sales and Service 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 the Cummins Sales and Service distributor or dealer within 30 days of the discovery of failure.
- Installing, operating, commissioning and maintaining the Product in accordance with Cummins Sales and Service'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 difficult or 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.

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- All downtime expenses, fines, all applicable taxes, and other losses resulting from a warrantable failure.

Limitations

This limited warranty does not cover Product failures resulting from:

- Inappropriate use relative to designated power rating or application guidelines.
- Normal wear and tear, negligence, accidents or misuse.
- Improper and/or unauthorized installation.
- Lack of maintenance or unauthorized repair.
- Noncompliance with any Cummins Sales and Service 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 Sales and Service.
- Use of Battle Short Mode.
- Owner or operator abuse or neglect such as: operation without adequate coolant or lubricants; over-fueling; over-speeding; 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.
- Accelerated corrosion damage from debris and road de-icing material while being transported.

This Limited Warranty does **not apply** to:

- Costs of maintenance, adjustments, installation, commissioning or start-up.
- Starting batteries, battery chargers, cooling packages, heating elements, trailers, or enclosures. (These components shall be covered by the respective manufacturer's warranty.)
- Components added to the Product after shipment from Cummins Sales and Service.

Please contact your local Cummins Sales and Service Distributor for clarification concerning these limitations.

Extended warranty

NOTE: Does not apply to *DRP or Commercial Mobile (Kubota) GenSets*

Extended Coverage may be purchased to include parts and labor for a two-year, 400 hour period.

OR

Extended Coverage may be purchased to include parts and labor for the engine and generator for a five-year, 1500 hour period. The extended engine warranty is outlined as described in Cummins Bulletin #3624423 for the Cummins ENCOMPASS Extended Coverage program.

NOTE: Coverage does not include travel expenses.

Extended warranty options (whichever occurs first)

Rating	Months	Maximum hours
Emergency Standby Power (ESP) – Two-year Basic Extension	24	400 (200 per year)
Emergency Standby Power (ESP) – Five-year ENCOMPASS Extension	60	1500

Other warranty

For Base Engine Warranty Only, reference Cummins Bulletin # 3381307.

The A/C Generator (Alternator) carries a two-year / 1000 hours warranty, limited to 500 hours per year for two years, whichever is shorter for Emergency or Standby use.

Cummins Sales and Service right to failed components

Failed components claimed under warranty remain the property of Cummins Sales and Service. Cummins Sales and Service 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 SALES AND SERVICE IN REGARD TO THE PRODUCT. CUMMINS SALES AND SERVICE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT IS CUMMINS SALES AND SERVICE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

This limited 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.

Cummins Sales and Service contact information

Any questions regarding this warranty statement may be directed to Lee Sannes at lee.p.sannes@cummins.com.



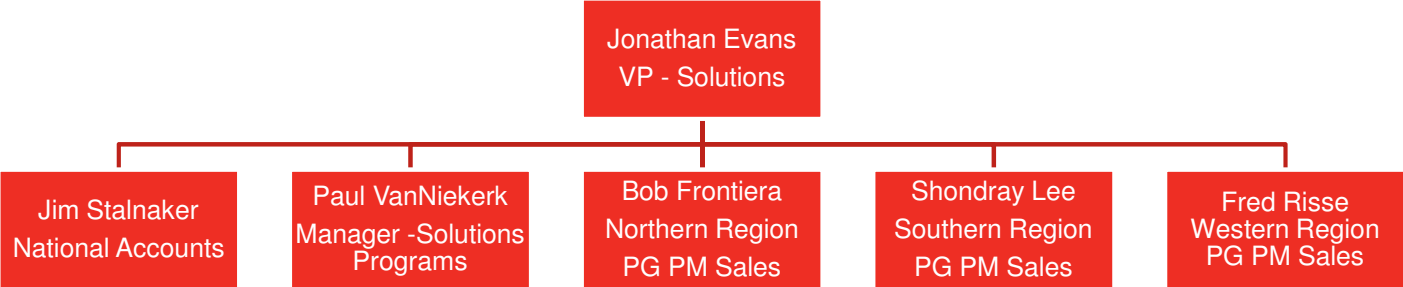
This product has been manufactured under the controls established by a Bureau Veritas Certification approved management system that conforms with ISO 9001:2015.



Cummins Sales and Service
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DePere, Wisconsin 54115

cummins.com

Power Generations Solutions



Power Generations Solutions

National Accounts

