

Attachment 2



66575 Second Street, Desert Hot Springs, CA 92240 • www.mswd.org • p 760.329.6448 • f 760.329.2482

MEMORANDUM

To: Arturo Ceja, Director of Finance and Accounting
From: Brian Macy & Jeff Nutter
Date: February 14th, 2023
Subject: Portable Generator Purchase

The Construction and Maintenance Department (C&M) is requesting the purchase of three (3) new portable Cummins generators for \$501,000. The current MSWD generators range in age from 25 to 30 years old, are no longer reliable, and do not meet the stringent South Coast Air Quality Mitigation District (AQMD) requirements.

Based on the findings of an Operations Assessment - Permanent and Portable Generators memorandum dated December 8, 2021, C&M researched various generation options and identified four suitable brands: Caterpillar, Cummins, JCB, and Power Plus. We evaluated the generators based on several criteria including: power output (to sustain our critical operations in the event of a power outage), fuel efficiency, durability, maintenance costs, ability to meet current and known future AQMD requirements, and cost. Below are the models which met the needs of the District and their costs.

Manufacturer	Model	kW	Voltage	Quoted Price	Price/kW
Caterpillar	CAT XQ230	200kW	240/480	\$152,200	\$766.50
Cummins	C275D2RE	275kW	240/480	\$166,600	\$606.00
JCB	HRJW325	260kW	240/480	\$156,500	\$602.00
Power Plus	QAS200	200kW	277/480	\$153,700	\$768.50
Power Plus	QAS300	300kW	240/480	\$197,200	\$657.00

As the costs between Cummins and JCB are so similar, we then took into further consideration the brand's reputation, customer feedback, and warranties. Based on our research, Cummins has a strong reputation for producing durable, high-quality portable generators. Additionally, customer reviews of Cummins generators have been overwhelmingly positive, with many users praising the brand's excellent performance, ease of use, and reliability. Consequently, Cummins has been selected for the new Regional Wastewater Reclamation Facility. Therefore, after careful consideration and evaluation of multiple options, we concluded that Cummins generators offers MSWD the best value and reliability for our needs.

We propose that the \$501,000 be allocated from capital job number 11717 which has a balance of \$537,375.00.

Attachments: Supplier quotes



QUOTATION

Caterpillar Quote
NO. 230076 WELL

3500 Shepherd Street, City of Industry, California 90601
 Box 226789, Los Angeles, California 90022-0744
 (562) 463-6000 Fax: (562) 463-7156

Date: **February 2, 2023**

Page: **1 of 4**

To: Contact: **Jeff Nutter**
 Company: **Mission Springs Water District**
 Address: **66575 2nd St**
 City, Zip: **Desert Hot Springs, 92240**
 Phone: **760-404-7804** Email: **jnutter@mswd.org**

Terms: **Net 30, see T&C's**
 F.O.B. **Jobsite, unloading by others**
 Sales Rep.: **Art Jimenez**
 Contact #: **951-250-5104**
 Email: **Art.Jimenez@quinnpower.com**

Project Name: Mission Springs Water District – XQ230 Fleet Generator

Qty:	Description	List Price	Discount Price
2	<p>New Caterpillar, Model XQ230 Diesel Towable Prime Power Generator Set. Rated 182kW Prime Power / 200kW Standby, with fan, 60Hz, 3Ph, Multi Voltage Configuration at 1800 RPM. EPA TIER-4 Final Emissions Standards.</p> <p>Sourcewell Product Discount is 23% (- \$ 45,484.11) off List Price.</p>	\$ 197,757.00	\$ 152,272.89 X2 \$ 304,545.78
2	Inbound/ Outbound Freight (No Discount)	\$ 6,585.00	\$ 6,585.00 X2 \$ 13,170.00
<p>"Buyer has to put "Sourcewell Contract #120617-Cat" on the Purchase Order"</p> <p><i>Optional adders listed below.</i></p> <p>Startup Lev 1/ Using Site Loads (No Discount) = \$ 1600 X 2 = \$3,200.00</p> <p>Includes standard features as listed in product data sheet and additional accessories as listed herein...</p>			
<p>SALES TAX NOT INCLUDED. Buyer responsible for all taxes including any applicable tire fees. The quotation provided herein is for information only, and is not a valid offer to sell unless signed by an officer of Quinn Power Systems in the space provided below. Any offer to sell or any offer accepted shall be subject to the Terms and Conditions page. Unless expressly stated on the face of this quotation, all prices, delivery schedules and product specifications are subject to change without notice. Quotation is good for 30 days from quote date above, expires after that duration.</p>		Total Price (SALES TAX NOT INCLUDED):	\$ 317,715.78



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Page: **2 of 4**

Clarifications:

CARB / PERP Permit and DMV Registration is not included.

Startup by QPS is not included.

Accessories and/or modifications

Initial fill of coolant and lube oil
(1 set) Operation & Maintenance manuals (electronic copy) * **(additional sets, at additional cost)**
Factory standard warranty - 1 years from startup service

QPS field work

Delivery to jobsite (**offload/crane service by others**)
** See adder price below for a separate training session**

Not included

Sales tax
Air, building or construct permits
Offloading/crane service of equipment off delivery truck
Diesel fuel, initial fill or for testing

Availability:

Submittals: Estimated (6 - 8 Weeks) on receipt and approval of purchase order. (1 electronic copy)
Equipment: Estimated (75+ Weeks) Based on current factory inventory. Lead time availability subject to change.
Modifications: Estimated (Additional time TBD) additional time will vary depending on 3rd party or Quinn shop schedule and scope of work.
Not included: Unforeseen factory delays, transit time from factory or vendor and/or delays due to project site readiness.
**** Equipment prices and lead times are subject to change without notice.****

EMISSIONS NOTE

- "California Air Resources Board (CARB) has approved alignment with the federal New Source Performance Standards (NSPS). Such alignment allows for emergency standby engines to be exempt from Tier 4 emissions standards; however, local air districts can require more stringent emissions control. The prospective buyer of the equipment quoted above is hereby notified the NSPS exemption does not apply to non-emergency standby engines (e.g. prime power applications such as peak shaving, parallel operation with the grid, or storm avoidance), or portable engines, even if used for emergency standby. Consult the local air district for permitting requirements and required emissions controls. Presently, South Coast Air Quality Management District (SCAQMD) Rule 1470 requires the use of a particulate filter if an engine is located within 100 meters of a school, and may require either a diesel particulate filter or an oxidation catalyst, depending upon engine size, if the installation is within 50 meters of a sensitive receptor. Particulate filters may also be required for Title V and major polluting facilities. For emissions requirements specific to the project for which this engine is being quoted, please contact SCAQMD at 909-396-2000. Unless otherwise listed above a DPF is not included in this proposal, please call for quotation if a DPF is required for this project."
- Caterpillar engines require a minimum of 30% load to prevent engine damage due to wet-stacking. Depending upon the permit and site specific conditions, SCAQMD emergency engine permits will only allow between 20 and 50 hours of runtime per year for non-emergency applications such as testing and exercising. Passive Diesel Particulate Filter systems depend on generator loading of a minimum of 50-60% to achieve minimum exhaust temperature threshold to keep soot regeneration and the filter backpressure within acceptable levels. If the engine will be operated consistently at low loads/low exhaust temperatures, the customer should make provisions to add load via facility operations or a load bank. Active Diesel Particulate Filter systems require no external load in order to regenerate. If listed above, Passive DPF option pricing, does not include a load bank or a load bank circuit breaker. If a load bank is needed for this project, please call for quotation.

TERMS AND CONDITIONS

1. Acceptance of Order.

This Quotation is for Buyer's information only and is not a valid offer to sell unless signed by an authorized representative of Seller in the place provided on the face of this Quotation. Prices, terms and conditions in an order from Buyer, which are inconsistent with the prices, terms and conditions of this Quotation, will be rejected by Seller, and are of no force and effect unless accepted in writing by Seller. Prices, delivery schedules and the scope of work on this Quotation are subject to change at Seller's discretion.

2. Liability.

Seller's liability on any claim of any kind, including claims for negligence, or for any loss or damage arising out of or connected with the manufacture, sale, delivery, installation, resale or use of any products covered by or furnished under any order connected with this Quotation shall be limited to those claims arising solely from the acts of Seller and Seller shall in no way be liable for any special, indirect, incidental or consequential damages. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. Buyer expressly acknowledges and agrees that Seller has set its prices in reliance upon the limitations of liability and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties. Any claims against Seller for shortages in shipments shall be made in writing to Seller within fifteen (15) days of receipt of shipment by Buyer. Unless otherwise provided for in writing, Seller's responsibility for shipment ceases upon delivery to carrier, and any claims for shortage, delays or damage occurring thereafter shall be made direct to carrier by Buyer. Seller shall not be liable for any delays in delivery attributable to strikes, labor disputes, lockouts, accidents, fires, delays in manufacture or in transportation, delays in delivery of component materials, floods, severe weather, or Acts of God, embargoes, governmental actions, or any other cause beyond the reasonable control of Seller. Seller shall not indemnify nor be liable to Buyer, Buyer's assigns, successors, purchasers, lessees or licensees, or to any person or entity for any claims, losses, expenses or judgments arising out of or resulting in any way from the product or integration of compatibility of the product with any other components, processes, facilities or equipment that does not comply with the equipment manufacturer(s)'s recommendations.

3. Shipments.



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Date: **February 2, 2023**

Page: **3 of 4**

Unless otherwise specified, all risk of loss from the goods shall shift to Buyer at such time as the goods are delivered to a carrier for shipment to Buyer. Unless otherwise specified, shipment dates are approximate and all quoted prices exclude shipping costs. Shipment of goods under any order accepted by Seller shall be subject to the approval by Seller of Buyer's financial condition at the time of shipment. Whether or not terms of payment are specified elsewhere, Seller may, at its option, condition shipments under any order accepted by Seller upon receipt of satisfactory security or of cash prior to shipment. If, at Buyer's request, shipment of goods under any order accepted by Seller is delayed more than thirty (30) days after the shipment date specified in the order, or the date the goods are ready for shipment, whichever is later, Seller will require immediate payment in full and/or assess additional charges for the expenses incident to such delay.

4. Termination.

In the absence of a written agreement between Buyer and Seller expressing different terms and conditions as to termination, any order accepted by Seller may be terminated prior to completion by Buyer only upon written notice to Seller and payment of Seller's termination charges. If notice of termination is received by Seller after Seller has committed to buy the principal components for any order, termination charges shall include all direct and indirect costs incurred by Seller and the total profit anticipated by Seller. Additionally, Buyer's instruction to Seller to stop work for thirty (30) days during the time specified for performance in any order may be construed by Seller as the equivalent of written notice of termination from Buyer and previous stipulations will be in effect.

5. Taxes.

Unless expressly stated, Seller's prices do not include sales, use, excise or similar taxes, which Seller may be required to pay in filling Buyer's order. The amount of any applicable tax shall be paid by Buyer as an additional charge unless specifically included in any order accepted by Seller, or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

6. Patents.

Seller shall, at its own expense, defend and save Buyer harmless from the expenses and consequences of any suit or procedure brought against Buyer, based on a claim that the use or sale of goods specified in any order accepted by Seller constitutes an infringement of any United States letters of patent in existence on the date of any such order; provided Buyer promptly notifies Seller in writing of such claim and gives the necessary authorization, information and assistance for the defense of such a claim.

7. Changes.

Seller, and Seller's suppliers, may, at any time, without notice to Buyer, make changes (whether in design, materials, the addition of improvements, or otherwise) in any goods specified in any order accepted by Seller without incurring any obligation of any kind as a result thereof, but only to the extent that such change does not cause the goods specified to fail to meet Buyer's requirements. Buyer may, in its order, provide for changes in its requirements with provision for a corresponding equitable change in the price, if any; but in no instance shall Buyer make changes, which are substantially different from the scope of the original order accepted by Seller.

8. Export Sales.

In the event the goods and services specified in any order accepted by Seller are for export, the Buyer shall be responsible for securing export, import and other licenses or authorizations as may be required. The conditions specified in this Section apply to all export transactions. This transaction is only for the sale of the equipment requested and detailed in this Quotation. Not included is any startup assistance, field-testing, training or any other services that might be required on site. Also not included is any installation, installation audits, sea trials (if applicable), or installation materials. To ensure proper application, installation, and warranty integrity, Buyer is encouraged to contact the applicable Caterpillar Dealer for these services. The costs of these services are not included in the sale price nor will Seller be responsible for any such related costs.

9. Permits for Equipment Design, Installation and Operation.

As a supplier of equipment, Seller disclaims responsibility for any and all permits or licenses necessary to design, install and operate the equipment due to zoning, air quality, environmental, safety, building or construction codes or use permits pertaining to Buyer's particular application of such equipment or any similar type of permit. Special attention should be given to the requirements of local air district rules and California Air Resources Board (CARB) regulations pertaining to permit requirements. Seller is quoting on equipment based on the specifications set forth in this Quotation. If additional equipment or engine modifications are required beyond the specifications, such as additional equipment required for compliance by a local air district or CARB, those items are not included and are the responsibility of Buyer. For example, South Coast AQMD (SCAQMD) Rule 1470 may require controls and limits on particulate matter, especially when the engine installation is within 100-meters from a school, or within 50 meters of a sensitive receptor (defined in Rule 1470). Ultra low sulfur fuel is required for particulate filters. CARB Diesel Fuel, or other CARB-approved alternative fuel, is also required for compression ignition (CI) engines operated in California. When indicated in the bill of materials, the proposed equipment may be SCAQMD pre-approved as Certified Equipment. This certification does not eliminate the permit process or responsibility of others to obtain a permit. Procurement of certified equipment assures permitability, reduces the permit processing fees and reduces the time necessary to obtain the permit through SCAQMD.

10. Start-up, Commissioning and Operating Requirements.

Equipment provided in this Quotation may require start-up and commissioning, including inspection(s), to ensure the equipment is installed in accordance with manufacturer(s)'s recommendations and specifications. If Seller has commissioned the equipment, Buyer agrees not to modify the design or components of the installation such that the modifications would violate any legal requirements of the installation, or would cause the installation to deviate from manufacturer(s)'s recommendations and specifications. Buyer acknowledges and agrees that, with respect to products sold to Buyer in connection with this Quotation, Buyer shall have the sole responsibility to ensure the products are properly installed, operated and maintained in accordance with the manufacturer(s)'s recommendations and specifications, and to determine and comply with all applicable Federal, state, local and regulated use restrictions and requirements, including, without limitation, the continuing responsibility to ensure that the use of product is in full compliance with all applicable environmental laws and regulations. Failure to install, operate and maintain the products in accordance with the manufacturer(s)'s recommendations and specifications will invalidate any applicable manufacturer's warranty.

11. Additional material.

Only those items listed in this Quotation are included with any order. For example, unless specifically identified in this Quotation, the following items are not included with any purchased equipment: any exhaust or fuel piping, main fuel tank, fuel, duct work, special tools, insulation, wiring, cable, bus duct, concrete, anchor bolts, rigging or any material or labor incidental to the installation itself. Buyer specifically assumes responsibility for the provision of any such items if not specifically identified in the Quotation.

12. Hours of services.

When included, delivery, startup assistance, field testing, training or any other services required on site will be provided during the normal weekday working hours of 7:00 am to 4:30 pm. Delivery or services occurring at any other time, weekends or holidays is subject to premium charges.

13. Warranty.

The equipment manufacturer's warranty is the only warranty provided in connection with the equipment described in this Quotation. Buyer is responsible for operating and maintaining the equipment as specified by the manufacturer. The manufacturer's warranties are exclusive and in lieu of all other warranties either oral or written, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. Seller is not a manufacturer and makes no warranty and shall not, under any circumstances, be liable for any indirect or special, incidental or consequential damages including but not limited to loss of production, loss of profit, loss of use or business interruption, or any other economic loss, whether arising from contract, tort, strict liability or any other theory of law. Buyer, Buyer's assigns, successors, purchasers or any other person designated to operate the equipment as the end user, is responsible for operating the equipment in accordance with manufacturer(s)'s recommendations and specifications. Failure to perform all scheduled maintenance may result in damage to the equipment, and may be grounds to deny warranty coverage.

14. Terms.

Terms of payment are due upon receipt of invoice with no deductions of any kind for retentions, setoffs, discounts or other similar items. A finance charge of 1.5% per month (not to exceed the maximum allowed by law) will be charged on all past due invoices. When necessary Seller will file a California "Preliminary 20-day notice" pursuant to Section 3097 of the California Civil Code.

15. Cost additives.

A: Unit Cost

Quotation prices are valid for 30 days only and are based on current market prices as of date of quotation. The Seller reserves the right to adjust the final invoice with a price escalation up to 6% due to 1) purchase orders being received after expiration of quotation, 2) fluctuations in raw materials market prices at time of order, 3) labor rate increases at time of scheduled field services, 4) delays in submittal approvals and/or release of equipment or 5) additional items or services provided that were not included as part of the original quotation. Since final invoicing can and may take place up to a year or more from original quotation date.

B: Delays.

If delivery is delayed by customer Buyer beyond original shipment date, purchase price is due 30 days after original shipment date and a storage and handling charge will be applied and is due each month until delivery. Finance charge of 1.5% per month (not to exceed the maximum allowed by law) is applicable on any amounts arising hereunder or in connection therewith that are not paid when due.

C: Start up.

If construction of the facility or other delays are experienced or expected, which prohibit the initial startup of the equipment beyond one year from delivery additional costs may be imposed including, but not be limited to, long term storage preparation, inspection charges, parts, service, etc.

16. Lead Times.

Lead times are based on manufacturer's estimated timetables. Project completion time may vary due to delays in receipt of purchase orders, submittal approval, release of equipment, manufacturer's unforeseen delays in production or holiday schedules. Project completion time frame cannot be guaranteed. Back orders will be processed as soon as available. Part number changes may be made to provide latest improved interchangeable items of equipment.

17. Governing Law and Venue.

The rights and obligations of the parties with respect to the transactions contemplated by this Quotation shall be governed in all respects by the laws of the State of California. The parties hereto irrevocably agree that the exclusive venue for any litigation arising in connection with the transactions specified in this Quotation shall be in the courts located in the County of Los Angeles, California.

18. Attorneys' Fees and Costs.

QUOTATION

3500 Shepherd Street, City of Industry, California 90601
 Box 226789, Los Angeles, California 90022-0744
 (562) 463-6000 Fax: (562) 463-7156

Date: **February 2, 2023**Page: **4 of 4**

In the event of any legal action, controversy, claim, or dispute between the parties involving the transactions contemplated by this Quotation, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

19. Additional Conditions.

Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes (if applicable). The facilities shall be within a reasonable distance from where any applicable services are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide any applicable services. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Buyer shall not require Seller or its employees, as a condition to site access or otherwise, to further agree or enter into any agreement, which waives, releases, indemnifies or otherwise limits or expands any rights or obligation whatsoever. Any such agreements shall be null and void. Seller is under no obligation to remove or dispose of parts or equipment unless specifically agreed upon in Seller's scope of work. Seller-removed parts become the property of Seller. Seller must not perform any electrical power switching unless specifically requested by Buyer, under the supervision of Buyer, and subject to procedures jointly agreed to in advance. Notwithstanding Buyer's request, Seller may refuse to perform power switching, if in the opinion of Seller, such action would be unsafe. IN THE EVENT THAT SELLER PERFORMS POWER SWITCHING, TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER HARMLESS FROM ANY AND ALL LIABILITY, ACTIONS, SUITS, CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES ("LOSSES") ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RESULTING FROM SELLER'S PERFORMANCE OF POWER SWITCHING, REGARDLESS OF WHETHER THE LOSSES RESULT FROM SELLER'S NEGLIGENCE (WHETHER ACTION OR PASSIVE, AND WHETHER SOLE, JOINT, OR CONCURRENT), AND EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, STRICT LIABILITY, OR OTHER LEGAL FAULT OF SELLER. THIS INDEMNITY SHALL APPLY TO ANY ACTS OR OMISSIONS OR NEGLIGENT CONDUCT, WHETHER ACTIVE OR PASSIVE, ON THE PART OF EITHER SELLER OR BUYER. If OSHA or any other federal, state or local government, trade association, or contractual regulations or standards require a "safety person" to be on site during the performance of services, or in the event of a trade union jurisdictional dispute where trade union represented personnel are required to assist or stand by during the performance of services by Seller, Buyer shall be responsible for providing for and paying for any charge or wages for such person(s), as applicable. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller's discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller performance of Services. Buyer shall appoint a representative familiar with the site and the nature of the Services to be performed by Seller to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller's access. Buyer's personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

ACCEPTED BY:

By: _____

Company: _____

Date: _____

P.O. #: _____

SUBMITTED BY:By: **Art Jimenez****Quinn Power Systems**Phone: **951-250-5104**



January 11, 2023

To

Prepared by

Richard Antunez
 (909) 936-0024
 richard.antunez@cummins.com

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

Item	Description	Qty	Extended Price
1	C100D2RE, Diesel Genset, 50/60Hz, 100kW, Standby-Rental U.S. EPA, Nonroad (Portable) Application C100D2RE, Diesel Genset, 50/60 Hz, 100kW, Standby-Rental Duty Rating - Prime Power (PRP) Emissions - Compliance EPA Tier 4 Final Certified Voltage 208 - 480 Variable Alternator - 60Hz, 208/416 - 240/480 Volt, 125/80C Standby/Prime Electric Brake Trailer Pintle Hitch - 3 inch UN31A Certified Fuel Tank Generator Set Control - PowerCommand 3.3, Paralleling with MLD Distribution Panel - Rental Bus Bar Connection Paralleling - Isolated Bus, Automatic Coolant Heater Packaging - Cummins Power Generation Genset Warranty - Industrial Mobile Base, Prime 3 Years/3000 hours Battery Charger - Rental Engine Coolant - 60% Antifreeze, 40% Water Mixture Quick Fit Kit Harness, Paralleling Auxiliary DEF Connections	1	\$ 90,360.30
2	C150D2RE, Diesel Genset, 50/60Hz, 150kW, Standby-Rental U.S. EPA, Nonroad (Portable) Application C150D2RE, Diesel Genset, 50/60 Hz, 150kW, Standby-Rental Duty Rating-Prime Power (PRP) Emissions-Compliance EPA Tier 4 Final Certified Voltage 208-480 Variable Alternator-60Hz, 208/416-240/480 Volt, 125/80C Standby/Prime Electric Brake Trailer Pintle Hitch-3 inch UN31A Certified Fuel Tank Generator Set Control-PowerCommand 3.3, Paralleling with MLD Distribution Panel-Rental Bus Bar Connection Packaging-Cummins Power Generation Genset Warranty-Industrial Mobile Base, Prime 3 Years/3000 hours Battery Charger-Rental Engine Coolant-60% Antifreeze, 40% Water mixture Cam Lock Distribution Panel-U.S. Rental Quick Fit Kit Harness, Paralleling Auxiliary DEF Connections	1	\$ 108,052.20
3	C200D2RE, Diesel Genset, 50/60Hz, 200kW, Standby-Rental U.S. EPA, Nonroad (Portable) Application C200D2RE, Diesel Genset, 50/60 Hz, 200kW, Standby-Rental Duty Rating-Prime Power (PRP) Emissions-Compliance EPA Tier 4 Final Certified Voltage 208-480 Variable Alternator-60Hz, 208/416-240/480 Volt, 125/80C Standby/Prime Electric Brake Trailer Pintle Hitch-3 inch UN31A Certified Fuel Tank Generator Set Control-PowerCommand 3.3, Paralleling with MLD Distribution Panel-Rental Bus Bar Connection Packaging-Cummins Power Generation Genset Warranty-Industrial Mobile Base, Prime 3 Years/3000 hours	2	\$ 255,572.74



Item	Description	Qty	Extended Price
	Battery Charger-Rental Engine Coolant-60% Antifreeze, 40% Water Mixture Cam Lock Distribution Panel-U.S. Rental Quick Fit Kit Harness, Paralleling Auxiliary DEF Connections		
4	C275D2RE, Diesel Genset, 50/60Hz, 275kW, Standby-Rental U.S. EPA, Nonroad (Portable) Application C275D2RE, Diesel Genset, 50/60 Hz, 275kW, Standby-Rental Duty Rating-Prime Power (PRP) Emissions-Compliance EPA Tier 4 Final Certified Voltage 208-480 Variable Alternator-60Hz, 208/416-240/480 Volt, 125/80C Standby/Prime Electric Brake Trailer Pintle Hitch-3 inch UN31A Certified Fuel Tank Generator Set Control-PowerCommand 3.3, Paralleling with MLD Distribution Panel-Rental Bus Bar Connection Packaging-Cummins Power Generation Genset Warranty-Industrial Mobile Base, Prime 3 Years/3000 hours Battery Charger-Rental Engine Coolant-60% Antifreeze, 40% Water mixture Quick Fit Kit Harness, Paralleling Auxiliary DEF Connections	1	\$ 166,603.76

TOTAL: \$ 620,589.00

Quote value does not include any tax.

EXCEPTIONS AND CLARIFICATIONS:

This quote was based on verbal requests and this package may or may not fit the owner's application. However, if unforeseen design changes are required, please notify us right away.

- Offloading, Installation, Permits, Fuel, and Fuel for testing, NETA & 3rd party testing are to be provided by others.

- Startup and or Product training will be priced separately based on location and project specific requirements if needed.

- Any initial onsite emission testing that may be needed is not included in the above pricing.

- Pricing for this equipment is per Cummins Sourcewell contract #120617

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

Thank you for choosing Cummins.

Submitted by:

Richard Antunez, Outside Sales Representative
richard.antunez@cummins.com
 (909) 936-0024

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

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION,

Quotation: Q-59642-20230111-0717



CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature _____

Date _____

Company Name _____

Printed Name & Title _____

Purchase Order No _____

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TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the Quote, 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. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

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. 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 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 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; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, 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 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 intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air (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 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 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 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 license or any other rights to use any of the intellectual property rights of Cummins.

PRICING

To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

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 in 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

Jeff Nutter

From: John Farrell <john.farrell@globalpwr.com>
Sent: Wednesday, February 1, 2023 7:49 AM
To: Jeff Nutter
Subject: Re: Hipower 260 kW HRJW 325 T4F

Yes

John Farrell
Vertical Sales Manager
Global Power Supply
Cell: 949-331-8073
John.farrell@globalpwr.com

Sent from my T-Mobile 5G Device
Get [Outlook for Android](#)

From: Jeff Nutter <JNutter@mswd.org>
Sent: Wednesday, February 1, 2023 6:44:37 AM
To: John Farrell <john.farrell@globalpwr.com>
Subject: RE: Hipower 260 kW HRJW 325 T4F

Morning John,

The pricing below is that source well pricing ?

Thanks,

Jeff Nutter
Field Operations Superintendent
Mission Springs Water District

66575 Second Street

Desert Hot Springs, CA 92240

Office (760)329-6448 ext.171

Mobile 760-4047804

jnutter@mswd.org

www.mswd.org

"Do what's right, not what's easy"



From: John Farrell <john.farrell@globalpwr.com>
Sent: Tuesday, January 24, 2023 8:59 AM
To: Jeff Nutter <JNutter@mswd.org>
Subject: Hipower 260 kW HRJW 325 T4F

This is what we have in stcok near your 200kw requirment

SKU: 8313, 7817, and 7637

Hipower 260 kW HRJW 325 T4F

Price: \$156,500.00

NEW-in stock

<https://www.globalpwr.com/products-page/diesel-generators/hipower-260-kw-hrjw-325-t4f-7/>

John Farrell
Vertical Sales Manager

Global Power Supply
Cell (949) 331-8073
Direct (805) 724-0695
Main (800) 706-0906
Email john.farrell@globalpwr.com



5500 E. La Palma Ave
Anaheim, CA 92807
Phone: 888.970.0007
Fax: 800.784.8318
www.powerplus.com

January 13, 2023

Mission Springs Water District
66575 2nd Street
Desert Hot Springs

Sourcewell ID #155101

Requested By: Andrew Clapp of On Power Industries

RE: Portable Generator Sourcewell Pricing

Quote #: 2651

Good day Andrew,

We are pleased to provide you with a pricing for 3 portable generator sizes. I would like to arrange a time when we can review this quotation together and fully explain the benefits and entitlements that come with a Power Plus solution. As you read through the quotation, we ask that you review the applicable scopes of work and verify that we have adequately addressed your requirements.

As an integrator of critical power service we feel it is important for you to understand what the capabilities of your selected service provider are.

At Power Plus we provide:

- National turnkey generator installations
- Consulting services
- Conceptual design, engineering and permitting
- End of life analysis program
- Strategically located parts depots and regional offices throughout the U.S.
- 7/24/365 National Operations Center for rapid emergency response

We believe as you evaluate our proposal you will find that we can support your critical power needs with an integrated service offering unmatched in the industry. I welcome any questions or clarifications you may have regarding this proposal or any additional products or services we can offer you. Thank you for your time and consideration.

Regards,

Chris Riggs

Chris Riggs
Business Development
C: 951.496.6187
criggs@powerplus.com



5500 E. La Palma Ave
 Anaheim, CA 92807
 Phone: 888.970.0007
 Fax: 800.784.8318
www.powerplus.com

Power Plus Quote

Equipment Description: *Sourcewell pricing*

Quantity	Model	Unit Price
1	QAS 200	\$153,692.43
1	Paralleling Module	\$17,123.43
1	Predeliver inspection	\$465.00
1	QAS 300	\$197,242.50
1	Paralleling Module	\$17,903.43
1	Predeliver inspection	\$465.00
1	QAS 410	\$255,937.50
1	Paralleling Module	Included
1	Predeliver inspection	\$465.00
1	Onsite training (all three units)	\$1,240.00
Equipment total		\$644,534.29

Cost not in equipment total:

Estimated Sales tax @ 8.75% \$56,166.19
 Estimated Freight \$9,487.50

Pricing as of 2/1/2023 will incur a 5% price increase on all orders received after this date.

Notes:

1. All pricing is in United States Dollars.
2. No Carb registration included in this bid
3. No state DMV registration included in this bid
4. Offloading if required by other
5. Current estimated factory lead time is 25-30 weeks
6. Manufacturers standard warranty included
7. Preventative maintenance contract for generators are not included in this bid if required will incur additional cost.

All labor costs will be billed with NET 30 terms. Quoted prices include normal testing, packaging and instructional literature. Special testing, packaging, additional instructional literature, parts, provisioning lists or prints are not included, and prices will be quoted separately.

Quotation firm for 30 Day(s)

TERMS AND CONDITIONS OF PURCHASE:



5500 E. La Palma Ave
Anaheim, CA 92807
Phone: 888.970.0007
Fax: 800.784.8318
www.powerplus.com

Power Plus Quote

Note: All KW and KVA ratings are based upon sea level elevation conditions; Power Plus is not responsible for sizing of generator without engineered drawings provided

Specifications: This quote is based on our understanding of your specifications which are documented in our records. These specifications are subject to approval by local jurisdictions and may or may not meet all jobsite requirements.

Credit: Credit is subject to **Power Plus** approval in its sole discretion. This quote in no way constitutes approval of credit.

Terms and Conditions

Generator Purchases – Payment terms: 50% Deposit due prior to equipment order with balance due upon notice of ready for shipment notification from factory. **Services and Parts – Payment terms: Net 30 days from invoice date.** Above payment terms subject to all of the Credit Terms contained in our Credit Application and this document (1 ½% per month will be charged on past due accounts). Construction and building materials to be progress billed monthly based upon percentage of completed work until final. All residual and/or retained monies shall be released upon final inspection (jurisdictional) signatures.

Partial shipments will be invoiced proportional to total quoted price, payable 30 days after shipment.

Note: If your job conditions or schedule result in partial or incomplete shipment of products and equipment provided by **Power Plus**, you will be invoiced according to the dollar value of the shipped items. These invoices then become due and payable 30 days after shipment and not when the job is completed.

All purchase orders must reference our quotation and be acknowledged in writing by **Power Plus** to be deemed accepted.

Purchase orders which are issued with a hold for release date are subject to re-evaluation at the time of release.

Unless mutually agreed upon in writing, **Power Plus** will not accept purchase orders which:

- a) Specify delivery dates that are not subject to manufacturer's lead times.
- b) Contain penalty clauses or liquidated damage clauses.
- c) Require **Power Plus** to indemnify and hold harmless the purchaser, unless the purchaser also agrees to indemnify and hold harmless **Power Plus**
- d) Require **Power Plus** to pay any and all legal expenses for the purchaser in the event of a dispute.
- e) Require **Power Plus** to be responsible for system design work and/or guarantee that a performance standard for a system will be met.
- f) Require completion and acceptance of the project by the owner before payment.

Start and Test may be invoiced separately at your request but it is subject to **Power Plus** partial invoicing policy.

Storage fees may be assessed if your job site is not able to accept delivery on the requested date.

Validity of the Quote: This quote is valid for 30 days following the quote date. This quote may be modified and/or rescinded by **Power Plus** at its sole discretion unless and until accepted on or before the quote date.

Availability: Subject to manufacturer lead-times.

Note: The Terms and conditions of this quotation govern over any conflict between this quotation and customer's purchase order or other document, made either prior or subsequent to this quotation.

Thank you for this opportunity to quote. Please call if we may answer any questions, or be of further service.

EXTENDED TERMS

POWER PLUS LIMITS THE SCOPE OF SUPPLY FOR THIS QUOTATION TO THE EQUIPMENT AND SERVICES LISTED IN OUR BILL OF MATERIAL. UNLESS SPECIFICALLY LISTED IN OUR BILL OF MATERIAL, EQUIPMENT NOT INDICATED IS ASSUMED TO BE SUPPLIED BY OTHERS. WE HAVE DETAILED THE EQUIPMENT PROPOSED IN THE BILL OF MATERIAL. PLEASE CHECK IT TO BE CERTAIN THAT IT MEETS YOUR REQUIREMENTS. WE RESERVE THE RIGHT TO CORRECT ANY ERRORS OR OMISSIONS. STANDARD WARRANTY OF THE MANUFACTURER APPLIES. COPIES ARE AVAILABLE FROM THE MANUFACTURER UPON REQUEST. CONTRACTS WHICH INCLUDE PENALTY OR LIQUIDATED DAMAGE CLAUSES FOR FAILURE TO MEET PROMISED SHIPPING DATES ARE NOT ACCEPTABLE OR BINDING ON POWER PLUS, UNLESS ACCEPTED AND CONFIRMED IN WRITING BY AN OFFICER OF POWER PLUS.

THE FOLLOWING CHARGES MAY BE ASSESSED FOR CANCELLATION OF ANY GENERATOR OR EQUIPMENT ORDER:

- a. 25% OF TOTAL ORDER PRICE IF CANCELLED AFTER WE HAVE PROVIDED SUBMITTALS BUT PRIOR TO RELEASE FOR MANUFACTURING.
- b. 100% OF TOTAL ORDER PRICE IF CANCELLED AFTER RELEASE FOR MANUFACTURING OR IF THE EQUIPMENT IS ALREADY ON ORDER WITH THE OEM.

Power Plus

888.970.0007

www.powerplus.com



5500 E. La Palma Ave
Anaheim, CA 92807
Phone: 888.970.0007
Fax: 800.784.8318
www.powerplus.com

IF BALANCE OF EQUIPMENT PURCHASE IS NOT PAID BY SCHEDULED SHIP DATE, POWER PLUS RESERVES THE RIGHT TO CHARGE STORAGE FEES AND ANY ADDITIONAL SHIPPING COSTS INCCURED. IF NO RESOLUTION FOR FINAL PAYMENT IS MADE WITH IN 15 BUSINESS DAYS OF SCHEDULED SHIP DATE, THE CUSTOMER WILL FORFIT THEIR DEPOSIT AND THE EQUIPMENT UNLESS ACCEPTED AND CONFIRMED IN WRITING BY AN OFFICER OF POWER PLUS. THERE WILL BE A 25% CANCELLATION FEE FOR ANY PART ORDERS CANCELLED, ONCE PLACED AND ACCEPTED BY POWER PLUS, IF PARTS ARE DEEMED TO BE RETURNABLE. IF PARTS ARE DEEMED TO BE NONRETUNABLE 100% TOTAL OF ORDER WILL APPLY. THE POWER PLUS STANDARD AND EXTENDED TERMS AND CONDITIONS ARE INCLUDED IN THE QUOTATION AND HEREBY BECOME PART OF THIS QUOTATION. THESE SAME TERMS NEED TO BE NOTED ON ANY PURCHASE ORDER RECEIVED BY POWER PLUS IN ORDER TO PROCESS YOUR ORDER. POWER PLUS WILL NOT BE RESPONSIBLE FOR ANY LABOR OR MATERIAL CHARGES BY OTHERS ASSOCIATED WITH THE START-UP AND INSTALLATION OF THIS EQUIPMENT UNLESS PREVIOUSLY AGREED UPON, IN WRITING BY POWER PLUS.

This quote (#2651) is accepted by:

(Company name)

(Date)

(Signature)

(Print name)

(Purchase order number)