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MASTER AGREEMENT #062326
CATEGORY: Electrical Energy Power Generation Equipment with Related Parts, Supplies and Services
SUPPLIER: Cummins Inc.

This Master Agreement ("Master Agreement" or "Contract") is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Cummins Inc., together with its affiliates and subsidiaries, with its principal place of business located at 500 Jackson St., Columbus, IN 47201 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article I:
General Terms

The General Terms in this Article I control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article II), and between Supplier and Participating Entity (Article III), respectively. These Article I General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

A. **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

B. **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

C. **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction and respective funding source restrictions. Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing Sourcewell's Cooperative Purchasing Program Master Agreements.

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D. **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

E. **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on August 21, 2030, unless it is cancelled or extended as defined in this Agreement.

1. **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

2. **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

F. **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

G. **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #062326 ("RFP") to Participating Entities. In Scope solutions include, but not limited to:

1. Stationary and mobile electrical generation systems:
    1. Prime and continuous systems,
    2. Backup or standby systems,
    3. Paralleling and modular systems;
    4. Containerized and skid-mounted generators,
    5. Trailer or chassis mounted generators,
2. Parts, accessories, equipment, and supplies that are integral to commencement, use, ongoing operation, and life cycle of new and existing electrical energy power systems, including enclosures, concrete pads, fuel tanks, automatic transfer switches, paralleling equipment, switch gears, connection boxes, controls, alarm modules, batteries, block heaters, and networking tools;
3. Related services that are integral to commencement, use, ongoing operation, and life cycle of new and existing electrical energy power systems, including design, customization, engineering, commissioning, installation, delivery, training and operation, maintenance and repair, preventive maintenance, service and maintenance agreements, decommissioning and repurposing, custom shop work, and rental services.

H. **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

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I. **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

J. **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

K. **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

L. **Open Market.** Supplier's open market pricing process is included within its Proposal.

M. **Supplier Representations:**

1. **Compliance**. Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

2. **Licenses**. As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

3. **Supplier Warrants**. Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

N. **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

O. **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

P. **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).**

1. Sourcewell issued the RFP for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entities. Sourcewell did not issue

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the RFP or award any master agreement under a federal award. Participating Entities are responsible for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements.

2. Participating Entities that are Recipients or Subrecipients of United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. The terms and conditions of Attachment 1 apply when a Participating Entity accesses Supplier's Included Solutions using FEMA funding sources and to other federal funding sources, as applicable. Participating Entities may have additional requirements based on specific funding source terms or conditions. Participating Entities will be responsible for notifying suppliers of any applicable requirements and compliance obligations (including any applicable domestic preference requirements) in resulting transaction documents.
    - All references to "recipient," "non-federal entity," or "subrecipient" should be interpreted to mean the Participating Entity accessing Included Solutions under this Agreement;
    - All references to "supplier" or "contractor" should be interpreted to mean the Supplier;
    - All references to "subcontractor" should be interpreted to mean subcontractors of Supplier offering the Included Solutions;
    - None of the references should be interpreted as reference to Sourcewell; and
    - None of the terms or conditions within this Section should be interpreted to obligate Sourcewell in any way.

Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing this Master Agreement.

DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all

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suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for

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debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. **The Supplier further certifies** that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

BUY AMERICAN PROVISIONS COMPLIANCE. Sourcewell issues solicitations for indefinite quantity cooperative purchasing master agreements which are made available to eligible public agencies. Sourcewell does not issue its solicitations or award its master agreements under any federal award, or specifically under any federal procurement standards related to Buy American or domestic preference. When utilizing federal funding, non-federal entities maintain responsibility for compliance with any specific requirements of the funding award including Buy American. Agencies should specifically verify whether the prospective purchasing implicates Buy American or other domestic preference requirements prior to executing any transaction document with suppliers. When domestic preference requirements are applicable, purchasing agencies must notify suppliers of requirements and either apply the appropriate preferences or secure an appropriate exemption and properly document the process prior to completing a purchase. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with

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Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322. Participating Entities will be responsible for notifying suppliers of any applicable requirements and compliance obligations (including any applicable domestic preference requirements) in resulting transaction documents.

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Article II:
Sourcewell and Supplier Obligations

The Terms in this Article II relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

A. **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

B. **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:

- Identify the applicable Sourcewell Agreement number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

C. **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:

- Maintenance and management of this Agreement;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

D. **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

E. **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

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F. **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

G. **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

H. **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

I. **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

J. **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

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K. **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell

L. **WARRANTY. All equipment purchased pursuant to this Contract is governed by the express written manufacturer's warranty and Supplier's warranty for workmanship shall extend for a period of ninety (90) days (the "Warranty") and is the only warranty offered on the equipment. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE WARRANTY, THERE ARE NO OTHER WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED IN THE WARRANTY SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY. Supplier further warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in materials, and workmanship. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.**

M. **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

N. **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

O. **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

P. **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

Q. **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

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R. **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission or willful misconduct in the performance of this Master Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Master Agreement to the extent the Equipment, Product, or Service has been used according to its specifications. To the maximum extent permitted by law, in no event will Supplier be liable under this Master Agreement for consequential, incidental, or special damages, including without limitation any lost opportunity damages or lost profits, or savings, loss of use, loss of data, or downtime, even if it has been advised of their possible existence. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

S. **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

T. **Grant of License.**

1. During the term of this Agreement:

a. **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

b. **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

2. **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

3. Use; Quality Control.

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of

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the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

4. **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

U. **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

V. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

W. **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during **the** performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
    - $1,500,000 each occurrence Bodily Injury and Property Damage
    - $1,500,000 Personal and Advertising Injury
    - $2,000,000 aggregate for products liability-completed operations
    - $2,000,000 general aggregate

2. **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

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3. **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, and Participating Entities, as an additional insured under the Supplier's commercial general liability insurance policy to the extent of Supplier's indemnification obligations herein with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

4. **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Waiver of subrogation will not apply to loss caused by the sole gross negligence of a Participating Entity.. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

5. **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

X. **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' **written** notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Y. **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of **material** breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article III:
Supplier Obligations to Participating Entities

The Terms in this Article III relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article I General Terms control over any conflict with this Article III. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

A. **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy

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American, etc.) which may impact Supplier's quote. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

B. **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs. Participating Entities are encouraged to establish flexibility delivery schedules whenever possible.

C. **Applicable Taxes and Tariffs.** Supplier's prices and quotations exclude all taxes and tariffs, duties, levies, or similar government charges ("Tariffs") known at the time of execution of this Agreement, provided, however, in the event of any increase or decrease in Tariffs following the acceptance of any contract with a Participating Entity, Supplier reserves the right to adjust pricing to account for such Tariffs and will work directly with the applicable Participating Entity to agree upon an equitable adjustment, if any. Where applicable, Participating Entity is solely responsible for paying applicable taxes, unless Participating Entity is tax exempt, and/or Tariffs. Participating Entity is responsible for notifying Supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

D. **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

E. **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

F. **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed, including but not limited to; (i) milestone and/or payment terms; (ii) invoicing instructions; (iii) delivery terms and location(s); (iv) specifications; (v) scope of work; (vi) change order procedures., provided that such terms do not conflict with, modify, supersede, or amend this Master Agreement. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity and Supplier. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

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G. **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

H. **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar **document** extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

I. Notwithstanding any other term of this Master Agreement, and to the maximum extent permitted by applicable law, in no event will Supplier, its officers, directors, employees, or agents be liable to the Participating Entity or any third party, whether in contract, tort, or under any other legal theory (including, without limitation, strict liability or negligence), for any indirect, incidental, special, punitive, liquidated, or consequential damages of any kind. This includes, without limitation, damages for downtime, loss of profits or revenue, lost rents, loss of data, loss of opportunity, damage to goodwill, enhanced damages, monetary claims relating to recall expenses, or property repairs, and/or damages attributable to delay, even if Supplier has been advised of the possibility of such damages. Notwithstanding any other provision of this Master Agreement, and to the maximum extent permitted by law, the total cumulative liability of Supplier to the Participating Entity or any third party claiming through or on behalf of the Participating Entity shall not exceed one million five hundred thousand dollars ($1,500,000.00 USD), unless a different liability cap is expressly agreed to in writing between the Supplier and the Participating Entity pursuant to a purchase order or other authorized transaction documentation. Nothing in this Master Agreement will exclude or limit liability for death or personal injury caused by a party's gross negligence or willful misconduct, or for liability arising from a party's fraud, knowing misrepresentation, or violation of applicable law. By accessing this Master Agreement, a Participating Entity acknowledges that its sole and exclusive remedy against Supplier for any loss or damage shall be as expressly provided in this section.

Sourcewell	Cummins Inc.
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Brian Hargrave F3403D8BD0F34E6...
By: _____	By: _____
Jeremy Schwartz	Brian Hargrave
Title: Chief Procurement Officer	Title: National Accounts Sales Director
Date: 11/11/2026 | 8:56 PM CST	Date: 11/11/2026 | 12:06 PM PST

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ATTACHMENT 1

PROVISIONS FOR PARTICIPATING ENTITIES' PROCUREMENTS UNDER UNITED STATES FEDERAL GRANT-FUNDED AWARDS AND FEMA AWARDS

Sourcewell's Cooperative Purchasing Program Master Agreements are available to Participating Entities. A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction and respective funding source restrictions. Participating Entities that are Recipients or Subrecipients of United States federal grant or other federal funding, including through the Federal Emergency Management Agency (FEMA), to purchase solutions from the Master Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200.

Participating Entities may have additional requirements based on specific funding source terms or conditions. Accordingly, Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing the Master Agreement.

Within this Attachment:

- All references to "federal" should be interpreted to mean the United States federal government. All references to "recipient," "non-federal entity," or "subrecipient" should be interpreted to mean the Participating Entity accessing the Master Agreement;
- All references to "supplier" or "contractor" should be interpreted to mean the Supplier;
- All references to "subcontractor" should be interpreted to mean subcontractors of Supplier offering the solutions under the Master Agreement;
- None of the references should be interpreted as reference to Sourcewell; and
- None of the terms or conditions within this Attachment should be interpreted to obligate Sourcewell in any way.

The following terms and conditions apply when a Participating Entity accesses Supplier's solutions under the Master Agreement using United States federal funding sources.

A. **Davis-Bacon Act, As Amended (40 U.C.S. § 3141-3148).**
When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Suppliers must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Suppliers must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage

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determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Suppliers and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Supplier or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

B. **Copeland "Anit-Kickback" Act.**

1. **Supplier**. The Supplier shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

2. **Subcontracts**. The Supplier or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Supplier shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. **Breach**. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Supplier and subcontractor as provided in 29 C.F.R. § 5.12.

C. **Contract Work Hours And Safety Standards Act (40 U.S.C. § 3701-3708).**

1. **Overtime requirements.** No Supplier or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages**. In the event **of any violation of the** clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5) the Supplier and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Supplier and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each

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individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5), in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5).

3. **Withholding for unpaid wages and liquidated damages**. The grant recipient or sub-recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Supplier or subcontractor under any such contract or any other federal contract with the same prime Supplier, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Supplier, such sums as may be determined to be necessary to satisfy any liabilities of such Supplier or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section (29 C.F.R. §5.5).

4. **Subcontracts**. The Supplier or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section (29 C.F.R. §5.5) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Supplier shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section (29 C.F.R. §5.5).
Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

D. **Rights To Inventions Made Under a Contract or Agreement.**
If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

E. **Clean Air Act (42 U.S.C. § 7401-7671q.) And The Federal Water Pollution Control Act (33 U.S.C. § 1251-1387).**
Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

F. **Debarment And Suspension (Executive Orders 12549 And 12689).**
A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

G. **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).**
Suppliers who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

If applicable, Suppliers must sign and submit the following certification to the NFE with each bid or offer exceeding $100,000:

"APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

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amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Supplier,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Supplier understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Supplier's Authorized Official

_____

Name and Title of Supplier's Authorized Official

_____

Date

H. **Record Retention Requirements.**
To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. **Energy Policy And Conservation Act Compliance.**
To the extent applicable, Supplier must comply with the mandatory standards and policies relating to

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energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. **Buy American Provisions Compliance.**
Sourcewell issued the solicitation for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entity. Sourcewell did not issue this solicitation or award any master agreement under a federal award. Responsibility for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements is that the Participating Entity. Compliance with all applicable federal, state, and local requirements, including those related to federal awards, is the responsibility of the Participating Entity.

Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. **Access to Records (2 C.F.R. § 200.336).**
Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents. (For FEMA funded projects see paragraph X.)

L. **Procurement of Recovered Materials (2 C.F.R. § 200.322).**
A non-federal entity that is a state agency or agency of a political subdivision of a state and its Suppliers must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **Federal Seal(s), Logos, And Flags.**
The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval. (For FEMA funded projects see paragraph X.)

N. **No Obligation** by **Federal Government.**
The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

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O. **Program Fraud and False or Fraudulent Statements or Related Acts.**
The Supplier acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **Federal Debt.**
The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments**.**

Q. **Conflicts Of Interest.**
The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. **U.S. Executive Order 13224.**
The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. **Prohibition On Certain Telecommunications** a**nd Video Surveillance Services** o**r Equipment.**
To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216. (For FEMA funded projects see paragraph X.)

T. **Domestic Preferences** f**or Procurements.**
To the extent applicable, Supplier certifies that during the term of this Contract, and any underlying contracts with Participating Entities, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

U. **Build America, Buy America Act (BABAA).**
Sourcewell issued the solicitation for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entity. Sourcewell did not issue this solicitation or award any master agreement under a federal award. Responsibility for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements is that the Participating Entity. Compliance with all applicable federal, state, and local requirements, including those related to federal awards, is the responsibility of the Participating Entity.

Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to (insert name of recipient/subrecipient) with each bid or offer for an

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infrastructure project, unless a domestic preference requirement is waived by the federal awarding agency. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to the federal awarding agency; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to the federal awarding agency.

V. **Additional FEMA Recommended Provisions:**

1. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. Prohibitions.

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (3) of this clause applies, the contractor and its **subcontractors** may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(a) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(b) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(c) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

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(d) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions.

i. This clause does not prohibit Suppliers from providing—

(a) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(b) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

(a) Covered telecommunications equipment or services that:

(1) Are not used as a substantial or essential component of any system; and

(2) Are not used as critical technology of any system.

(c) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement.

i. In the event the Supplier identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Supplier is notified of such by a subcontractor at any tier or by any other source, the Supplier shall report the information in paragraph d.ii. of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The **Supplier** shall report the following information pursuant to paragraph d.i of this clause:

(a) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and

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any readily available information about mitigation actions undertaken or recommended.

(b) Within 10 business days of submitting the information in paragraph d.ii.(b) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Supplier shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

2. **Subcontracts.** The Supplier shall insert the substance of this clause, including this paragraph, in all subcontracts and other contractual instruments.

a. **Access to Records.** The Supplier agrees to provide (insert name of participating entity), (insert name of pass- through entity, if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Supplier which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

i. The Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

ii. The Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

b. **DHS Seal, Logo, and Flags.** The Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Supplier shall include this provision in any subcontracts.

c. **Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

d. **Copyright and Data Rights.**
License and Delivery of Works Subject to Copyright and Data Rights.

The Supplier grants to the (insert name of participating entity), a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Supplier will identify such data and grant to the (insert name of participating entity) or

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acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Supplier will deliver to the (insert name of participating entity) data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of participating entity).

e. **Build America, Buy America Act (BABAA) for Architectural and/or Engineering Contracts**
Build America, Buy America Act Preference.

Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117- 58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States

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RFP #062326 - Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

Vendor Details

Company Name:	Cummins Inc.
Does your company conduct business under any other name? If yes, please state:	Cummins Sales & Service
Address:	500 Jackson St Columbus, IN 47201-6258
Contact:	Jamie Ferguson
Email:	jamie.ferguson@cummins.com
Phone:	612-201-3468
HST#:	35-0257090

Submission Details

Created On:	Tuesday May 12, 2026 09:49:42
Submitted On:	Tuesday June 09, 2026 17:00:28
Submitted By:	Jamie Ferguson
Email:	jamie.ferguson@cummins.com
Transaction #:	f8bec34f-854a-44f4-9b9e-3b77e436dbbe
Submitter's IP Address:	10.13.1.8

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Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Provide a concise response to each question. Do not attach additional documents to your response without providing a substantive response within the Specification Tables; attachments should be SUPPLEMENTAL to your answers. Do not leave answers blank; respond “N/A” if the question does not apply to your organization and include an explanation why it does not apply.

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, DBA, and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement. Entities that have not been awarded will not be added to an existing master agreement through the affiliation of the Proposer’s corporate organization.

#	Question	Response *	
1	Provide the legal entity name of the Proposer authorized to submit this Proposal.	Cummins Inc.	*
2	In the event of award, is the entity named in Line Item 1, the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, DBA, authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal.	Cummins Sales and Service, North America (CSSNA), Cummins Southern Plains Power, Cummins Distribution Business	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE 15434 UEI DTSXKA2BGMD9	*
5	Provide your NAICS code applicable to Solutions proposed.	335999, 333618	
6	Proposer Physical Address:	500 Jackson St. Columbus, IN 47201-6258	*
7	Proposer website address (or addresses):	cummins.com	*
8	Identify the Proposer's Authorized Representative, include name, title, address, email address, and phone number. The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer.	Brian Hargrave National Accounts Sales Director Brian.Hargrave@cummins.com 972-780-2020	*
9	Identify the Proposer's primary contact for this proposal, include name, title, address, email address, and phone number:	Omobola Oji Buyboard Manager Omobola.Oji@accelerazero.com 469-463-2063	*
10	Identify the Proposer’s other contacts for this proposal, if any, include name, title, address, email address, and phone number.	Karen Bartlett Project Manager - Sales - Government Whole Goods Karen.Bartlett@cummins.com 908-812-0010	*

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Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

#	Question	Response *	
11	Provide a brief history of your company and industry longevity related to the requested Solutions.	Cummins Inc. was founded in 1919 and is a global leader in power generation and energy solutions. Cummins designs, manufactures, commissions, and supports a broad portfolio of power generation equipment including diesel and natural gas generator sets, paralleling systems, automatic transfer switches, switchgear, and related power system controls for standby, prime, and mission-critical applications. With more than a century of manufacturing and engineering experience, Cummins supports customers across government, defense, healthcare, utilities, data centers, water/wastewater, education, and commercial infrastructure markets worldwide. Cummins Power Generation solutions are supported through an extensive network of wholly-owned, factory-trained distributors, certified technicians, parts availability, and technical service resources throughout North America Cummins has extensive experience supporting federal, state, and local government agencies by providing reliable power generation systems, technical support, factory training, commissioning services, warranty support, and lifecycle maintenance solutions. The company's long-standing industry presence reflects its commitment to product reliability, operational readiness, and customer support. Cummins' mission is: "Making people's lives better by powering a more prosperous world." Cummins has also been recognized by Ethisphere as one of the World's Most Ethical Companies for multiple consecutive years, demonstrating the company's continued commitment to ethical business practices and corporate responsibility.	*
12	Describe what specific outcomes or deliverables your company anticipates upon receiving an award from Sourcewell.	Cummins Inc. anticipates working collaboratively with Sourcewell to provide Sourcewell participating agencies with a streamlined, competitively awarded procurement pathway for reliable power generation solutions and related support services. Upon award, Cummins expects to deliver: • Competitive and transparent contract pricing for eligible Sourcewell members • Access to high-quality power generation equipment and related solutions • Responsive pre-sales and post-sales support through Cummins'	*

		North American distribution and service network • Technical expertise to assist agencies in identifying and implementing appropriate power solutions for their operational needs • Factory-authorized service, parts support, commissioning assistance, and lifecycle product support including preventive maintenance agreements • Efficient and compliant procurement processes that reduce administrative burden and shorten acquisition timelines for participating agencies Cummins also anticipates partnering with Sourcewell to increase contract awareness and utilization through cooperative engagement, training, outreach, and ongoing support for participating agencies throughout the contract term.	
13	Provide non-confidential indicators that demonstrate your organization's financial strength and long-term stability. Acceptable examples include such items as: • Annual revenue range (select a range—do not provide confidential statements) • Years in business • Publicly available SEC filings (if applicable) • Third party credit scores or ratings (e.g., D&B, bond ratings) • Letters of credit or financial backing from a banking institution Upload supporting documents (as applicable in the document upload section of your response). DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION. Refer to RFP Section VI. Subsection E. Disposition of Proposals.	Since it's founding, Cummins has operated continuously for more than 100 years as a global manufacturer of power solutions and related technologies. Cummins is a publicly traded company listed on the New York Stock Exchange (NYSE: CMI), and its financial information is publicly available through SEC filings and annual reports. Cummins demonstrates long-term financial stability through: More than a century of continuous business operations Multi-billion-dollar annual revenues Publicly available audited financial reporting through SEC filings Inclusion in the S&P 500 Index Global operations supporting customers across government, industrial, commercial, and critical infrastructure markets Established banking, credit, and supply chain relationships supporting large-scale manufacturing and project execution Supporting financial documentation, including the most recent Annual Report and publicly available SEC filings, is included with this proposal submission. https://investor.cummins.com/sec-filings/annual-reports	*
14	Describe your US market share for your proposed Solutions. OR Provide the number of US Education and Government entities you have served over	CSSNA does not maintain a formal published U.S. market share metric specific to the proposed solutions covered under this RFP. However, CSSNA maintains a significant presence within the government and public sector power generation market through direct sales, distribution support, and authorized channel partners across North America. Education-related sales are incorporated within CSSNA's Government & Public Buildings sub-segment reporting and are not	*

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	the past three (3) years, along with the total number of states where you have made sales.	separately tracked as a standalone market category. The Government & Public Buildings sub-segment includes educational institutions, government facilities, municipalities, and other public infrastructure customers. Government & Public Buildings activity included: 2023: Gov. & Public Buildings Served = 1949 totaling $250,190,542.65 in revenue 2024: Gov. & Public Buildings Served = 1796 totaling $205,473,628.67 in revenue 2025: Gov. & Public Buildings Served = 1338 totaling $178,522,139.04 in revenue *Defense is not included in these numbers CSSNA solutions are sold and supported throughout North America through an extensive network of wholly-owned, factory-trained distributors, certified service technicians, and technical support resources.	
15	Describe your Canadian market share for your proposed Solutions. OR Provide the number of Canadian Education and Government entities you have served over the past three (3) years, along with the total number of provinces where you have made sales.	CSSNA supports Canadian education and government customers through the same integrated North American distribution, sales, and support network utilized throughout the United States. As a result, Canadian activity is not separately tracked or reported as a standalone market segment for purposes of this response. CSSNA utilizes a unified North American market strategy across U.S. and Canadian government and public sector markets, including shared sales, service, distribution, technical support, and lifecycle support infrastructure.	*
16	Does your organization have any ongoing or completed bankruptcy proceedings, or have you been included as a possible Responsible Party within the past seven years? If yes, please explain. The proposer must provide notice in writing to Sourcewell if it enters bankruptcy proceedings at any time during the pendency of this RFP.	No. The Proposer has not been involved in any ongoing or completed bankruptcy proceedings within the past seven (7) years, nor has the Proposer been identified as a possible Responsible Party in any such proceeding during that period. The Proposer understands and agrees to provide written notice to Sourcewell should any bankruptcy proceeding occur during the pendency of this RFP evaluation.	*
17	Does your organization have any current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years? If so, please explain. Proposer	No. Neither the Proposer nor any included Responsible Party has been subject to any debarment or suspension within the past seven (7) years.	*

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	must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.		
18	Describe any relevant industry awards or achievements that your organization has received in the past three (3) years, including the year received.	Cummins Inc. has received multiple industry recognitions and corporate awards in recent years reflecting its commitment to ethics, innovation, sustainability, manufacturing excellence, and employee engagement. Relevant recognitions within the past three (3) years include: 2025 – Recognized by Ethisphere as one of the World's Most Ethical Companies® 2024 – Recognized by Ethisphere as one of the World's Most Ethical Companies® 2023 – Recognized by Ethisphere as one of the World's Most Ethical Companies® 2024 – Included on Forbes' list of America's Best Large Employers 2023 – Recognized by Newsweek as one of America's Most Responsible Companies 2023 – Continued inclusion in the S&P 500 Index as a leading publicly traded manufacturing and technology company Additional information regarding corporate recognitions, sustainability initiatives, and public awards is available through Cummins' Annual Reports and corporate website.	*
19	What percentage of your sales were to the government sector in the past three (3) years? This and the following line should not exceed 100%.	2023 Total PowerGen Sales: $3,428,933,521.79; Def & Gov. Sector Sales: $279,095,883.88 (8.14%) 2024 Total PowerGen Sales: $3,906,391,608.90; Def & Gov. Sector Sales: $232,058,438.66 (5.94%) 2025 Total PowerGen Sales: $2,676,906,104.59; Def & Gov. Sector Sales: $208,905,197.55 (7.80%) For purposes of this response, the government sector includes both Defense and Government & Public Building sub-segments.	*
20	What percentage of your sales were to the education sector in the past three (3) years? This and the previous line should not exceed 100%.	Education sector sales are incorporated within CSSNA's Government & Public Buildings sub-segment reporting and are not separately tracked or reported as a standalone market category. As a result, a discrete percentage of sales attributable solely to the education sector is not available. The Government & Public Buildings sub-segment includes a variety of public sector customers and applications, including educational institutions, government facilities, municipalities, and other public infrastructure markets. 2023 Total PowerGen Sales: $3,428,933,521.79; Gov. & Public Bldg Only Sales: $250,190,542.65 (7.3%) 2024 Total PowerGen Sales: $3,906,391,608.90; Gov. & Public Bldg Only Sales: $205,473,628.67 (5.26%)	*

		2025 Total PowerGen Sales: $2,676,906,104.59; Gov. & Public Bldg Only Sales: $178,522,139.04 (6.67%)	
21	List all state and cooperative purchasing agreements that you hold. Include the sales volume for each of these agreements over the past three (3) years.	At this time, Sourcewell is the primary cooperative purchasing agreement held by Cummins Power Generation for the applicable products and services covered under this proposal. 2023: $6M 2024: $19.8M 2025: $22.58M	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. Include the sales volume for each of these contracts over the past three (3) years.	Cummins Inc. does not currently hold a direct GSA Schedule contract or Standing Offer and Supply Arrangement (SOSA). Cummins Power Generation products and solutions are available to eligible government customers through small business authorized channel partners that maintain active GSA Schedule contracts. This approach enables government customers to access Cummins Power Generation equipment through established procurement vehicles while leveraging the support, technical expertise, and fulfillment capabilities of both Cummins and its authorized partners. Sales associated with third-party reseller or integrator GSA contracts are managed through those contract holders and are therefore not reported as direct Cummins-held GSA contract sales volumes.	*

Table 2B: References/Testimonials

Line Item 23. Supply reference information from three customers **who are eligible** to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Amarillo	Procured through Electrical Contractor	n/a	*
Angelo State University	Procured through Electrical Contractor	n/a	*
City of Oakland	Procured through General Contractor	n/a	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

#	Question	Response *	
24	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best	CSSNA is best described as the North American distribution and service business unit of Cummins Inc.. Cummins Inc. serves as the manufacturer of the products proposed under this RFP, while CSSNA is responsible for sales, distribution, service support, technical support, and customer engagement throughout North America. CSSNA operates through an integrated distribution network that includes wholly-owned Cummins distributor locations. Product delivery, commissioning support, warranty support, parts support, and	

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	described as a distributor/dealer/reseller (or similar entity), 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? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	lifecycle service are coordinated through this established North American distribution and support network. The proposed products and services are supported by a combination of: • Employees of Cummins Inc. and CSSNA, including sales personnel, engineers, project managers, and certified service technicians; and • Authorized third-party distributors, dealers, and service providers operating within the Cummins distribution network. All authorized distributors and service providers are supported through Cummins training, technical resources, service standards, and operational processes designed to provide consistent customer support throughout North America.	
25	Describe your sales force, their locations (e.g., regions, territories), number of direct employees (full-time equivalents) involved in each sector (GOV/EDU), and overlap between sales and service, as it relates to the requested Solutions.	CSSNA's sales force is organized to support customers across North America through regional and territory-based sales coverage, dedicated account management, and technical sales support. CSSNA supports government, education, commercial, industrial, and public infrastructure customers through its North American distribution and service organization. All CSSNA commercial sales teams are versed in supporting government, education, and cooperative purchasing opportunities. Customers receive local sales support backed by public sector procurement experience, cooperative contract guidance, technical product expertise, and coordinated lifecycle support resources. CSSNA has also recently established a dedicated BuyBoard Manager position to provide an additional level of support for government, education, and cooperative purchasing customers when needed. This role helps support contract awareness, customer engagement, distributor coordination, and consistent execution of cooperative purchasing requirements. CSSNA does not currently assign sales employees exclusively by government or education sector. Instead, government and education opportunities are supported through a shared commercial sales structure, with specialized cooperative and public sector support layered in as needed.	*
26	Describe your network of Authorized Sellers who will deliver Solutions, including the number and locations of	CSSNA delivers the proposed solutions through an established North American distribution network consisting of wholly-owned Cummins distributors, authorized independent distributors, dealers, and channel partners supporting customers throughout the United States and	*

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	dealers, distributors, resellers, and other distribution methods, as it relates to the requested Solutions.	Canada. The CSSNA network provides regional and territory-based coverage for sales, technical support, project coordination, parts support, warranty administration, and lifecycle service support related to the proposed solutions. Distribution locations and support personnel are strategically positioned throughout North America to support government, education, commercial, industrial, and public infrastructure customers. CSSNA's North American organization includes more than 175 locations and supports customers through a combination of shop, office, and field-based personnel. The organization also supports a large network of qualified technicians and authorized service resources across North America. Authorized sellers and service providers operate within the Cummins distribution network and are supported through Cummins training, technical resources, operational standards, and coordinated support processes designed to provide consistent customer support throughout North America.	
27	Describe your service force, their locations (e.g., regions, territories), number of direct employees (full-time equivalents) involved in each sector (GOV/EDU), and overlap between sales and service, as it relates to the requested solutions.	CSSNA maintains an integrated North American service organization supporting the proposed solutions through regional and territory-based service coverage, technical support personnel, field service technicians, project management resources, and authorized service providers. CSSNA's service force supports customers throughout the full equipment lifecycle, including startup, commissioning, warranty support, preventive and standard maintenance, troubleshooting, repair services, parts support, and long-term operational support. CSSNA's sales and service teams work closely together throughout the customer engagement process to support needs assessment, product selection, quotation development, installation coordination, and post-sale service execution. This integrated approach helps ensure continuity of support from initial project development through ongoing equipment operation. CSSNA's North American organization includes more than 21,100 qualified technicians across distributors and dealers supporting a wide range of applications and customer markets. CSSNA does not currently assign service employees exclusively by government or education sector. Instead, government and education customers are supported through a shared North American service infrastructure, with cooperative purchasing and public sector support resources available as needed.	*
28	Describe the ordering process from sales/consultation, how the order is placed, through	CSSNA utilizes a coordinated sales, project management, and fulfillment process designed to support customers from initial consultation through equipment delivery and lifecycle support.	*

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	project/order fulfillment. If orders are handled by distributors, dealers, or others, explain their roles and responsibilities in the ordering process.	Customers typically work directly with a CSSNA sales or territory manager throughout the specification development, application review, and quotation process. This approach helps ensure the proposed solutions are properly aligned with the customer's technical, operational, and procurement requirements prior to order placement. Once a purchase order is issued, the customer submits the order directly to the CSSNA sales or territory manager supporting the project. The sales team reviews the order documentation to confirm alignment with the quoted configuration, project scope, applicable options, and commercial requirements. Following order acceptance, the order is transitioned to the appropriate CSSNA project management and order fulfillment personnel. The project team coordinates: • Factory order placement • Production scheduling • Estimated ship date communication • Payment requirement coordination, if applicable • Submittal package development and review, when required • Coordination of project documentation and order status updates When project submittals are required, submittal documentation is typically provided after receipt of the purchase order and prior to factory release to help ensure all project requirements are properly reviewed and aligned before manufacturing begins. CSSNA's integrated North American distribution and support network allows customers to receive coordinated support throughout the full project lifecycle, including sales consultation, technical support, order fulfillment, startup, commissioning, warranty support, parts support, and long-term service support.	
29	Describe, in detail, the process and procedure of your customer service program. Include your response –times, escalation protocols, issue resolution timeframes, as well as any incentives that help your providers meet your stated service goals or promises.	CSSNA is committed to providing exceptional sales, service, parts support, and preventative maintenance programs for Cummins engines, generator sets, automatic transfer switches, and related power system components. Staffed by Cummins-trained and certified professionals, CSSNA facilities and authorized support locations provide customer support and 24/7 emergency service response capabilities throughout North America. Customer support requests are coordinated through CSSNA sales personnel, project teams, branch service operations, and authorized service providers depending on the nature and location of the request. CSSNA utilizes a regional and territory-based support structure to help provide responsive local support backed by North American technical resources and factory support infrastructure. Three levels of factory technical support are also available to assist CSSNA branches and field service technicians when additional product or application expertise is required. CSSNA's goal is to provide dependable products, responsive service,	*

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		and reliable long-term support to help customers maximize equipment availability and operational performance. Response times may vary based on customer location, equipment type, project scope, and service requirements; however, CSSNA maintains 24/7 emergency support capabilities to support critical customer needs. Please visit our locations page (https://salesandservice.cummins.com/locations)	
30	Describe your capability to provide the requested Solutions to Sourcewell participating entities in the United States.	CSSNA maintains the capability to support Sourcewell participating entities throughout the United States through its integrated North American sales, distribution, and service organization. CSSNA provides regional and territory-based sales coverage, technical sales support, project coordination, and lifecycle service support for government, education, commercial, industrial, and public infrastructure customers. CSSNA's sales and service teams work collaboratively throughout the customer engagement process to support project development, equipment delivery, installation coordination, and ongoing customer support. This integrated approach is supported by our vast network of technicians across distributors and dealers throughout North America.	*
31	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	CSSNA maintains sales and service support capabilities in both Alaska and Hawaii and supports customers throughout North America, including remote and geographically challenging locations. There are no unique purchasing restrictions specific to participating entities in Alaska, Hawaii, or U.S. Territories; however, certain projects may experience extended lead times or service response considerations due to logistics, transportation availability, freight routing, weather conditions, or the remoteness of specific locations. Depending on the project location and scope, additional freight costs, mobilization costs, travel coordination, or extended scheduling timelines for sales, technical support, startup, commissioning, or field service personnel may apply. CSSNA works directly with customers to coordinate project-specific logistics and support requirements as needed.	
32	Describe your capability to provide the requested Solutions to Sourcewell participating entities in Canada.	CSSNA maintains sales, distribution, and service support capabilities throughout Canada as part of its integrated North American organization. Canadian customers are supported through the same regional sales coverage, technical support resources, project coordination processes, and lifecycle service infrastructure utilized throughout the United States. CSSNA supports government, education, commercial, industrial, and public infrastructure customers across Canada through its North American distribution and service network. As with certain remote locations in the United States, geographically challenging or remote Canadian locations may require consideration for additional freight costs, mobilization costs, travel coordination,	*

		weather-related impacts, or extended scheduling timelines associated with equipment delivery, startup, commissioning, or field service support. CSSNA works directly with customers to coordinate project-specific logistics and support requirements as needed.	
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	At this time, CSSNA has not identified any geographic areas within the United States or Canada that would be excluded from support under the proposed agreement. If there is an area of concern, please reach out to the Sourcewell Contract Manager for more information.	*
34	Identify any account type or Participating Entity type from the RFP that will not have full access to the requested Solutions if an agreement is awarded, along with the reason(s) why.	At this time, CSSNA has not identified any participating entity types or account categories within the scope of this RFP that would be restricted from accessing the proposed solutions under the awarded agreement.	*
35	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes. CSSNA will extend the terms of any awarded master agreement to eligible nonprofit entities in accordance with the terms and conditions of the Sourcewell agreement.	*

Table 4: Marketing Plan (100 Points)

#	Question	Response *	
36	Describe your marketing strategy, including tactics/methods and timelines for promoting this opportunity to participating entities for the requested solutions. Upload optional samples of your marketing materials.	CSSNA utilizes a coordinated marketing strategy designed to increase awareness of cooperative purchasing contracts and support participating entities throughout the United States and Canada. Marketing efforts are supported by a dedicated marketing team that helps ensure consistent branding, messaging, and adherence to corporate communication standards across all customer-facing materials and campaigns. Marketing tactics may include: • Cooperative purchasing flyers and contract announcements • Digital and email-based marketing campaigns • Regional sales communications • Customer outreach through CSSNA sales teams • Participation in regional and industry events • Product literature, technical resources, and educational materials • Market-specific campaigns targeting government, education, healthcare, industrial, and public infrastructure customers CSSNA also recognizes the value of Sourcewell's marketing resources and will coordinate with Sourcewell, as appropriate, to support contract awareness and participating entity engagement. With the recent addition of a dedicated BuyBoard Manager position, CSSNA intends to place additional focus on cooperative purchasing	*

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		engagement, contract awareness, and coordinated support efforts related to public sector and education customers. A sample marketing flyer currently utilized in support of the existing cooperative purchasing contract has been included with this proposal submission.	
37	Describe your use of technology and digital data (e.g., specific social media platforms, metadata usage) to enhance and/or optimize your marketing strategy described above.	CSSNA utilizes a variety of technology platforms and digital tools to support customer engagement, project tracking, marketing activities, and cooperative purchasing support efforts. Key systems and tools include: CRM Platform (Salesforce): CSSNA utilizes a Salesforce-based CRM platform to track customer interactions, quotations, orders, project status, opportunity development, and customer engagement activities. Cooperative purchasing opportunities and participating entity projects may also be tracked within the CRM environment. Cummins Web Resources: Cummins maintain online technical and product support resources including: • PowerSuite™ power system sizing and specification tools • PowerHour™ technical and application training seminars • Product literature and technical documentation resources • Corporate and market-focused webpages through Cummins.com Digital Marketing and Targeted Outreach: CSSNA may utilize digital campaigns, targeted customer communications, market-focused landing pages, electronic literature distribution, and regional sales communications to support awareness of cooperative purchasing opportunities and product solutions. Industry Events and Trade Shows: CSSNA participates in regional and industry events to support customer education, product awareness, and cooperative purchasing engagement efforts. Internal Communication and Training: CSSNA utilizes internal meetings, regional communications, and sales training sessions to promote awareness of cooperative purchasing programs, contract offerings, and public sector opportunities across the organization. Digital engagement metrics, customer interaction data, opportunity tracking, and campaign activity may be used to help evaluate customer engagement and support ongoing marketing and sales strategy refinement.	*
38	In your view, what is Sourcewell's role in promoting agreements resulting from this RFP?	CSSNA views Sourcewell as an important cooperative purchasing resource that helps participating entities streamline procurement activities while increasing contract visibility and purchasing accessibility for awarded suppliers.	*

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		Sourcewell's marketing materials, cooperative purchasing resources, and participating entity engagement efforts help communicate the advantages of cooperative purchasing to eligible customers. CSSNA utilizes these resources to help educate internal sales teams and support customer awareness of available cooperative purchasing options. CSSNA also values participation in Sourcewell-sponsored meetings, events, and educational opportunities that help strengthen understanding of participating entity needs and cooperative purchasing best practices. Internally, CSSNA utilizes its Salesforce-based CRM platform to track cooperative purchasing opportunities, quotations, project activity, and customer engagement efforts related to Sourcewell projects. Standardized project naming conventions and opportunity tracking processes are utilized to support visibility, reporting, and project coordination throughout the sales lifecycle.	
39	Describe how your organization will integrate a Sourcewell awarded agreement (e.g., training, incentives) into your sales process.	CSSNA integrates cooperative purchasing agreements into its sales process through internal communication, training, sales support coordination, and ongoing customer engagement activities. If awarded, CSSNA plans to reinstate quarterly training sessions with regional sales teams and leadership personnel to review: • Cooperative purchasing program benefits • Contract offerings and eligible solutions • Participating entity support processes • Contract utilization expectations • Quotation and project tracking procedures • Quarterly and annual business review information • Geographic and market coverage opportunities These training efforts are intended to help ensure continued awareness of the Sourcewell agreement across CSSNA's sales organization and support consistent engagement with government, education, and public sector customers.	
40	Are your Solutions available through an e-Procurement or e-Commerce ordering process? If so, describe your system(s) AND provide one (1) example of how governmental and educational customers have successfully utilized them.	Due to the highly configurable and application-specific nature of the proposed solutions, CSSNA's products are generally not sold through a traditional e-commerce or fully automated online ordering platform. Generator sets, automatic transfer switches, integrated power systems, and related equipment often require project-specific engineering review, application analysis, code compliance evaluation, optional equipment selection, and coordination with customer operational requirements. As a result, CSSNA believes it is important for customers to establish and maintain direct engagement with local sales and technical support teams to help ensure the proposed solution is properly configured for the intended application. CSSNA supports customers through a consultative sales process that includes product specification assistance, technical review, quotation development, project coordination, and lifecycle support planning.	*

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		While certain technical resources, documentation tools, sizing applications, and product information are available digitally through Cummins online resources, final equipment configuration and order placement are typically coordinated directly with CSSNA sales and project support personnel. Governmental and educational customers have successfully utilized this consultative process to support standby power, emergency backup power, public infrastructure, healthcare, utility, and facility modernization projects requiring customized power system solutions aligned with site-specific operational and regulatory requirements.	

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

#	Question	Response *	
41	Describe any training programs related to your proposed Solution(s) available to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, delivery methods, and any costs that apply.	Cummins provides customers with access to free online technical resources and educational content through Cummins.com, including both live and on-demand training opportunities. Customers may also contact 1-800-CUMMINS for service and technical support assistance. Available training and educational resources include: • PowerHour™ live and recorded technical webinars • Accredited continuing education programs and seminars • Product application and specification guidance • Generator sizing and application tools • Technical documentation and engineering resources PowerHour™ webinar topics may include: • Transfer switch operation and application • Generator set sizing and specification development • Emergency power system code requirements • Generator set paralleling solutions • Generator overcurrent protection • NFPA and NEC-related topics • Gaseous and diesel generator applications • Selective coordination and power system reliability Cummins also provides access to PowerSuite™ online tools and resources, including: • GenSize™ – Generator sizing and load profile tools • GenCalc™ – Application and engineering calculation tools • GenSpec™ – Generator set, ATS, and paralleling specification development tools • Tech Library (Seismic) – Technical documentation, drawings, specification sheets, and product resources In addition to these standard no-cost resources, CSSNA may offer optional fee-based hands-on training programs tailored to customer-specific operational and maintenance requirements, including	*

		preventative maintenance and equipment operation training. These training programs may be delivered by CSSNA personnel, authorized service providers, or factory technical specialists depending on the scope and customer requirements. Training delivery methods may include: • Online webinars • On-demand recorded sessions • Instructor-led classroom training • Site-based hands-on training • Technical seminars and customer workshops Applicable training costs, if any, are typically dependent upon the scope, location, duration, and customization requirements of the requested training services.	
42	Describe any technological advances that your proposed Solutions offer.	Cummins Inc. is a recognized leader in power generation and emissions technology and was among the first manufacturers to introduce microprocessor-based generator set controls. Cummins continues to invest in advanced power system controls, integrated paralleling solutions, and high-performance transfer switch technology, including ATS products with industry-leading interrupt ratings. Cummins also provides advanced power system sizing, specification, and diagnostic tools designed to support reliable system performance, application flexibility, and lifecycle support. Certain diagnostic and service tools are available specifically to Cummins-trained and certified technicians to support equipment troubleshooting, maintenance, and operational reliability. CSSNA sales and service personnel are trained and certified to help ensure customers receive professional technical support and service throughout the equipment lifecycle.	*
43	Describe any sustainability initiatives or certifications that relate to your organization and/or proposed Solutions. If applicable, describe the certification(s) for each initiative.	Cummins' sustainability initiatives include investments in emissions reduction technologies, fuel-efficient power solutions, alternative fuel technologies, and ongoing efforts to reduce environmental impact across manufacturing and operational activities. Cummins also continues to invest in lower-emission and alternative energy technologies through its broader power solutions portfolio. Cummins publicly reports sustainability and environmental performance information through its corporate sustainability reporting and environmental initiatives, including its "Destination Zero™" strategy focused on reducing greenhouse gas emissions and supporting a transition toward lower-carbon technologies. Applicable products and manufacturing processes may also incorporate industry-standard certifications and compliance requirements depending on product type and application, including applicable EPA emissions certifications, UL listings, and other regulatory compliance standards.	*
44	Describe any third-party	Cummins Inc. products are designed and manufactured to comply with	*

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	issued, eco- labels, ratings, or certifications that your proposed solutions hold.	applicable industry standards and regulatory requirements. Proposed solutions may include products that are: • EPA certified for applicable emissions compliance requirements • UL listed and tested, where applicable • Manufactured in compliance with applicable industry and safety standards based on product type and application Cummins has also been recognized for innovation and environmental technology leadership through various industry and intellectual property evaluations related to emissions reduction and sustainability initiatives.	
45	What aspects of your company, solutions, or services are truly unique in the marketplace, and why are these unique advantages meaningful for Sourcewell participating entities?	Cummins Inc. provides Sourcewell participating entities with the advantage of an integrated North American sales, distribution, and service network supported through wholly-owned Cummins distributors and factory-trained personnel. This structure allows customers to work directly with organizations operating within the Cummins network rather than relying solely on independent third-party representation. CSSNA's integrated approach helps provide participating entities with coordinated support throughout the equipment lifecycle, including technical sales support, project coordination, startup, commissioning, warranty administration, parts support, and long-term service support. This level of coordination and direct organizational alignment helps support consistency, accountability, and responsive customer support across North America.	*

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Table 5B: Value-Added Attributes

Select any business certifications that your company or partners have obtained. Upload your confirming documentation.

Select all that apply below.

#	Certification	Offered	Comment	
46	Minority Business Enterprise (MBE)	○ Yes ◉ No	While Cummins Inc. does not currently hold this certification, Cummins maintains a small business subcontracting program and supports supplier diversity initiatives through engagement with small and diverse business partners where appropriate.	*
47	Women Business Enterprise (WBE)	○ Yes ◉ No	While Cummins Inc. does not currently hold this certification, Cummins maintains a small business subcontracting program and supports supplier diversity initiatives through engagement with small and diverse business partners where appropriate.	*
48	Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	While Cummins Inc. does not currently hold this certification, Cummins maintains a small business subcontracting program and supports supplier diversity initiatives through engagement with small and diverse business partners where appropriate.	*
49	Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	While Cummins Inc. does not currently hold this certification, Cummins maintains a small business subcontracting program and supports supplier diversity initiatives through engagement with small and diverse business partners where appropriate.	*
50	Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	While Cummins Inc. does not currently hold this certification, Cummins maintains a small business subcontracting program and supports supplier diversity initiatives through engagement with small and diverse business partners where appropriate.	*
51	Small Business Enterprise (SBE)	○ Yes ◉ No	While Cummins Inc. does not currently hold this certification, Cummins maintains a small business subcontracting program and supports supplier diversity initiatives through engagement with small and diverse business partners where appropriate.	*
52	Small Disadvantaged Business (SDB)	○ Yes ◉ No	While Cummins Inc. does not currently hold this certification, Cummins maintains a small business subcontracting program and supports supplier diversity initiatives through engagement with small and diverse business partners where appropriate.	*
53	Women-Owned Small Business (WOSB)	○ Yes ◉ No	While Cummins Inc. does not currently hold this certification, Cummins maintains a small business subcontracting program and supports supplier diversity initiatives through engagement with small and diverse business partners where appropriate.	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

#	Question	Response *	
54	Describe your payment terms.	Standard payment terms are Net 30 days from invoice date, subject to credit approval by Cummins. Customers without	*

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		approved credit may be required to provide payment in advance, at time of shipment, or provide alternative financial security acceptable to Cummins. Additional commercial terms and conditions, including applicable late payment provisions, retainage limitations, and credit requirements, are outlined in Cummins quotation and sales documentation.	
55	Describe your accepted payment methods. For credit card/procurement card (pCard), describe any fees associated with these methods.	CSSNA accepts payment by check, ACH/wire transfer, and credit card/procurement card (pCard), subject to applicable commercial terms and credit approval requirements. Credit card and procurement card (pCard) transactions are subject to a processing fee of 3% of the transaction amount.	
56	Describe available leasing, financing, or as-a-service options, including key features and any third-party providers or financial partners used.	CSSNA does not currently offer direct leasing, financing, or equipment-as-a-service programs related to the proposed solutions.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	CSSNA typically accepts customer orders through either: • execution/signature of a CSSNA quotation document; or • submission of a customer purchase order referencing the applicable quotation. Standard transaction documents may include quotations, quotation terms and conditions, purchase orders, order acknowledgements, service-related documentation, warranty documentation, and other project-specific transactional documents as applicable to the scope of supply and services being provided. Applicable template transaction documents and standard terms and conditions may be provided as part of the proposal submission or during the project/order process, as appropriate.	*
58	Describe your pricing model AND quantify the proposed discount(s) offered. If proposed pricing is Line-Item Pricing, Proposer must submit: A. For each Line, provide your list/MSRP, the offered discount(s), and the ”Master Agreement Price”. B. If proposed pricing is a Percentage Discount from Catalog or Category, one of the following MUST be submitted: (1) an active URL to a current	CSSNA’s proposed pricing model is based on standardized discounts from established Cummins list pricing for the applicable product families and related solutions covered under this proposal. Due to the highly configurable nature of generator sets, automatic transfer switches, paralleling equipment, and related power system components, pricing may vary based on factors including: Equipment configuration Ratings and capacities Optional accessories Applicable codes and standards Project-specific engineering requirements Site conditions Freight and logistics considerations	*

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	published online catalog; OR (2) a complete price file with current pricing. Refer to RFP Section III. Pricing for additional guidance.	Proposed discounts and applicable pricing structures for the identified product families will be provided within the pricing submission associated with this proposal. Master Agreement pricing will be determined by applying the proposed discount structure to the applicable Cummins list pricing in effect at the time of quotation, subject to the terms and conditions of the awarded agreement.	
59	Provide details of any quantity or volume discounts, as well as any rebate programs that are available in addition to the proposed pricing structure discounts.	CSSNA does not currently offer additional quantity- or volume-based discount programs or rebate programs beyond the proposed pricing structure discounts provided within this proposal.	*
60	Describe your method of facilitating non-contracted products or related services and define the associated costs/fees.	The proposed agreement is intended to encompass CSSNA's complete commercial/industrial Power Generation whole goods product offering applicable to the scope of this proposal. In limited situations where a customer request may involve certain third-party pass-through products or related services associated with a project, CSSNA does not currently apply additional administrative fees specifically associated with facilitating those items or services.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges.	CSSNA quotations are intended to include the products and services specifically identified within the quotation scope required to support the project requirements, excluding installation services unless specifically stated otherwise. Quoted pricing is typically itemized to provide visibility into the equipment, accessories, and applicable services included within the proposed scope, allowing participating entities the opportunity to review and discuss project-specific requirements and associated costs. Unless specifically identified within the quotation scope, installation services, rigging, crane services, offloading, site unloading, storage, permitting, fuel, electrical installation, and other site-related construction or contractor activities are not included in the quoted pricing.	*
62	Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) in the contiguous United States.	CSSNA quotations are generally based on freight allowed from the applicable factory location to the first destination within the contiguous United States. In situations where equipment must be shipped to an upfitter, packager, integrator, or other third-party location for additional non-Cummins scope, accessories, or project-related modifications prior to final delivery, additional freight charges may apply for shipment from the first destination to the final customer delivery location. Freight to Alaska, Hawaii, and other non-contiguous locations may be subject to additional charges based on applicable market	*

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		freight rates, transportation availability, routing requirements, and project-specific logistics considerations at the time of shipment. Unless otherwise agreed in writing, offloading, rigging, and site unloading responsibilities are the responsibility of the receiving party.	
63	Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery to Alaska, Hawaii, Canada, and other offshore or non-contiguous locations may be subject to additional charges based on applicable market freight rates, transportation availability, routing requirements, customs requirements (where applicable), and project-specific logistics considerations at the time of shipment. CSSNA works directly with customers to coordinate project-specific delivery requirements and applicable freight considerations for these locations.	*
64	Describe any unique distribution, delivery, or deployment methods offered in your proposal.	While no unique distribution or deployment methods are specifically included within the proposed pricing structure, CSSNA may coordinate alternative freight and delivery arrangements upon request and at additional cost. These options may include dedicated trucking, expedited delivery, tandem driver arrangements, or other project-specific logistics solutions based on customer requirements and shipment conditions.	*
65	Describe any self-audit processes or programs that you will employ to verify that Sourcewell participating entities have obtained Agreement pricing and to verify compliance with the resulting Agreement.	CSSNA utilizes its Salesforce-based CRM platform to track cooperative purchasing opportunities, quotations, orders, project activity, and sales associated with the resulting agreement. Opportunities and projects associated with cooperative purchasing programs are tracked throughout the sales lifecycle from initial inquiry through project closure. CSSNA also maintains a dedicated BuyBoard Manager position that will support quarterly review and audit activities associated with cooperative purchasing sales reporting and Sourcewell administrative fee processes. These reviews are intended to help verify agreement utilization, participating entity pricing alignment, and overall compliance with the resulting agreement requirements.	*
66	Provide a list of internal metrics that will be tracked to measure the success of a resulting Agreement.	CSSNA utilizes a variety of internal metrics and reporting tools to measure the success and utilization of cooperative purchasing agreements. Sales activity, quotations, orders, project status, and agreement utilization are tracked within CSSNA's Salesforce-based CRM platform. Key performance metrics may include: Total agreement sales volume Number of participating entity opportunities and projects Regional sales activity Quote-to-order conversion activity	*

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		New customer engagement Reclaimed or recovered opportunities Agreement utilization trends by region and market segment CSSNA's three Regional Vice Presidents of Sales and their respective Sales Directors maintain performance objectives aligned with annual AOP (Annual Operating Plan) targets, including cooperative purchasing growth and agreement utilization objectives where applicable. CSSNA's dedicated BuyBoard Manager position will also support ongoing communication of agreement-related metrics, including monthly reporting related to new and reclaimed opportunities, to help encourage continued regional engagement and focus on cooperative purchasing activity.	
67	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	CSSNA proposes an Administrative Fee of 1.5% payable to Sourcewell on contract whole goods sales associated with completed transactions utilizing the resulting Master Agreement during the applicable reporting period. CSSNA believes this Administrative Fee structure is fair and reasonable based on the value of the cooperative purchasing support, participating entity engagement, contract administration, and related services provided by Sourcewell.	*

Table 6B: Pricing Offered

#	The Pricing for this Proposal is: *	Specify the basis for the pricing offered, include unique circumstances or justifications	
68	As good as or better than pricing typically offered through our existing cooperative contracts, state contracts, or agencies.	The proposed pricing structure is intended to provide pricing that is as good as or better than pricing historically offered under CSSNA's existing cooperative purchasing agreements for similar products and solutions.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box

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provided, as necessary.

#	Category or Type	Offered *	Provide a detailed description of all solutions offered.	
69	Prime and continuous systems	(•) Yes ( ) No	CSSNA offers products and solutions that support prime power, continuous power, backup/emergency standby power, paralleling, and modular power system applications. Available solutions may include diesel and gaseous generator sets, automatic transfer switches, integrated paralleling controls, and related power system equipment configured to support a wide variety of operational, commercial, industrial, government, education, healthcare, utility, and infrastructure applications. Solutions are configured based on project-specific operational requirements, load profiles, redundancy requirements, applicable codes and standards, and customer application needs.	*
70	Backup or standby systems	(•) Yes ( ) No	CSSNA offers products and solutions that support prime power, continuous power, backup/emergency standby power, paralleling, and modular power system applications. Available solutions may include diesel and gaseous generator sets, automatic transfer switches, integrated paralleling controls, and related power system equipment configured to support a wide variety of operational, commercial, industrial, government, education, healthcare, utility, and infrastructure applications. Solutions are configured based on project-specific operational requirements, load profiles, redundancy requirements, applicable codes and standards, and customer application needs.	*
71	Paralleling and modular systems	(•) Yes ( ) No	CSSNA offers products and solutions that support prime power, continuous power, backup/emergency standby power, paralleling, and modular power system applications. Available solutions may include diesel and gaseous generator sets, automatic transfer switches, integrated paralleling controls, and related power system equipment configured to support a wide variety of operational, commercial, industrial, government, education, healthcare, utility, and infrastructure applications. Solutions are configured based on project-specific operational requirements, load profiles, redundancy requirements, applicable codes and standards, and customer application needs.	*
72	Containerized and skid-mounted generators	(•) Yes ( ) No	CSSNA offers generator set solutions available in skid-mounted configurations and with integrated sub-base (“belly”) fuel tanks across a broad range of applicable products and ratings. Generator sets up to approximately 1 MW are available with factory-supplied enclosure or containerized solutions, depending on the product configuration and application requirements. For generator systems larger than 1 MW, enclosure systems, containerization, and certain fuel tank solutions may be coordinated through qualified third-party providers or integrators. CSSNA sales personnel will coordinate these project-specific	*

			solutions on behalf of the customer as required.	
73	Trailer or chassis mounted generators	(•) Yes ( ) No	CSSNA offers Tier 4 Final prime-rated mobile power solutions ranging from 70 kW to 1000 kW in both trailer-mounted and non-trailerized configurations. Available solutions are designed to support a variety of temporary power, mobile power, construction, infrastructure, utility, government, and emergency response applications.	*
74	Parts, accessories, equipment, and supplies that are integral to commencement, use, ongoing operation, and life cycle of new and existing electrical energy power systems, including enclosures, concrete pads, fuel tanks, automatic transfer switches, paralleling equipment, switch gears, connection boxes, controls, alarm modules, batteries, block heaters, and networking tools complementary to the offering of 69-73 above;	(•) Yes ( ) No	Parts, accessories, and related power system components are available to support CSSNA's power generation product offerings, including generator sets, automatic transfer switches, paralleling equipment, controls, enclosures, fuel tanks, batteries, heaters, and related accessories. Customers may purchase parts and accessories through their local CSSNA Distributor's parts counter, authorized support location, or through CSSNA customer support and call center resources at 800-CUMMINS.	
75	Related services that are integral to commencement, use, ongoing operation, and life cycle of new and existing electrical energy power systems, including design, customization, engineering, commissioning, installation, delivery, training and operation, maintenance and repair, preventive maintenance, service and maintenance agreements, decommissioning and repurposing, custom shop work, and rental services complementary to the offering of 69-73	(•) Yes ( ) No	CSSNA offers a variety of services supporting the installation, operation, maintenance, and lifecycle management of electrical energy power systems. Available services may include application support, engineering coordination, customization support, startup and commissioning, delivery coordination, operator and maintenance training, preventive maintenance, troubleshooting and repair services, service agreements, custom shop work, and ongoing lifecycle support for generator sets, automatic transfer switches, paralleling equipment, and related power system components. Available services may vary based on product type, project scope, customer requirements, and geographic location. Certain services, including installation, decommissioning, repurposing, or rental-related support, may be coordinated through authorized third-party providers or service partners where applicable.	

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	above.			
76	Describe other Solutions not specifically mentioned in this Table 7A, that are within the scope of this RFP.	(•) Yes ( ) No	In addition to the solutions specifically identified within Table 7A, CSSNA may also provide related power system solutions and support services within the scope of this RFP, including integrated power system controls, load bank connections, custom packaging coordination, fuel system accessories, power distribution accessories, annunciation and monitoring accessories, application engineering support, and other project-specific ancillary equipment or services associated with electrical energy power systems. Availability of specific solutions may vary based on product configuration, project scope, geographic location, regulatory requirements, and customer application needs.	

Table 7B: Depth and Breadth of Offered Solutions - Industry Specific

#	Question	Response *
77	Demonstrate capabilities and provide documentation supporting compliance to any/all code requirements such as NFPA, UL, EPA, and similar code jurisdictions.	CSSNA and Cummins design and manufacture power generation products to comply with applicable industry codes, standards, certifications, and regulatory requirements based on the specific product configuration and application. Compliance requirements may include, but are not limited to, UL listings, NFPA requirements, EPA emissions regulations, CSA certifications, ISO-certified manufacturing processes, and other applicable industry standards. Compliance information for each generator model is documented within the applicable product specification sheets, which identify the specific codes, standards, and certifications supported by that model. In addition, certain regulatory requirements, such as EPA emissions compliance, are supported through model-specific compliance documentation. Sample documentation has been included with this proposal, including: Generator specification sheet examples identifying applicable codes and standards EPA emissions compliance documentation Because code and standards compliance may vary by generator model, rating, emissions tier, and application, participating entities should reference the applicable product specification sheet and supporting technical documentation for project-specific compliance details.
78	Provide all warranty information for offered products and services including duration, coverage terms, impact service and preventative maintenance has on warranty coverage, guaranteed parts availability periods, typical lead times for	CSSNA is providing the applicable Cummins global warranty policy documentation as an attachment to this proposal submission. The attached documentation includes information regarding standard warranty coverage, warranty terms and duration, coverage limitations, service and preventive maintenance considerations, and available extended warranty options applicable to the proposed solutions. Warranty coverage, parts availability, and lead times for components may vary depending on product type, configuration, application, geographic location, and

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	critical components, as well as information on extended warranty options as well.	product lifecycle status. Customers may also contact Cummins CARE at 1-800-CUMMINS for assistance regarding parts availability, product support, and current lead time information.
79	If offering service and preventative maintenance agreements provide detailed information about service providers, regions covered, scheduling process, emergency response capabilities; what products offered service and PM plans are available for, and how offered plans impact existing warranties.	CSSNA offers preventive maintenance, inspection, repair, startup, commissioning, and related lifecycle support services through its North American service organization. These services are available to support generator sets, automatic transfer switches, paralleling equipment, and related power system components; however, service and preventive maintenance agreements are not proposed as specific contract line items under this agreement. Sourcewell participating entities may benefit from preferred pricing on eligible service-related offerings available through CSSNA's service network. Service pricing is typically developed based on site conditions, equipment configuration, geographic location, accessibility, service scope, and other project-specific considerations. Service support is provided through CSSNA branches, factory-trained technicians, authorized service providers, and customer support resources throughout North America. Available services may include scheduled preventive maintenance, inspections, troubleshooting, repairs, emergency service response, startup and commissioning support, and other lifecycle support activities. Service scheduling, response times, and emergency support capabilities are coordinated through local CSSNA service organizations and support resources. Customers may also contact 1-800-CUMMINS for service coordination and support. Preventive maintenance services do not extend or modify standard product warranty coverage unless specifically provided under a separate written agreement or extended coverage program. Customers should refer to the applicable Cummins warranty documentation for complete warranty terms and conditions.
80	Describe digital control features, remote monitoring capabilities, supported communication protocols, and cybersecurity protections for connected systems.	CSSNA power generation solutions are available with advanced microprocessor-based digital control systems designed to provide generator set monitoring, metering, protection, diagnostics, synchronization, automatic transfer functionality, and paralleling capabilities. Available control features include digital voltage regulation, digital engine governing, fault and event logging, load sharing, power transfer control, utility paralleling, peak shaving, base load operation, remote start/stop capability, configurable alarms, and comprehensive generator and engine protection functions. Control systems provide local operator interface capabilities through graphical Human Machine Interface (HMI) displays supporting real-time system status, operating parameters, diagnostics, fault history, event logging, configuration management, and service functions. Service personnel may also utilize Cummins InPower® software tools for configuration, diagnostics, troubleshooting, and maintenance support. Supported communication interfaces and protocols may include:

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		RS-485 communications Modbus® communications SAE J1939 CANBus® engine communications (where applicable) Integration with PLCs, building management systems, transfer switches, paralleling controls, and other customer equipment utilizing supported communication protocols and interfaces. Remote monitoring capabilities may be available through project-specific monitoring and communication solutions based on customer requirements, facility infrastructure, and application needs. Available monitoring solutions may vary by product configuration and project scope. Cybersecurity protections for connected systems begin with the use of dedicated power system controls, configurable access controls, password-protected service functions, controlled configuration management, and application-specific communication architectures. As with any connected industrial control system, cybersecurity implementation requirements may vary based on customer network architecture, monitoring requirements, communication methods, and site-specific security policies. CSSNA works with customers to support appropriate integration of power system controls within their existing cybersecurity frameworks and operational technology environments.

Exceptions to Terms, Conditions, or Specifications Form (Not Scored)

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

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Table 9: Selected Bid Pricing Line Items ****NOT SCORED****

Please fill out table as able. This table is not scored but will be used to prepare competitive solicitation documentation. If you do not offer these products, no pricing is required.

☐ We will not be submitting for Table 9: Selected Bid Pricing Line Items ****NOT SCORED****

#	Equipment/servcies/Etc	Quantity	UOM	Lowest Price	Highest Price	No Bid	Comment	
82	40kW Diesel Stationary - Open set, Exhaust, Battery, 10A Charger, Std CB, Blockheater, 120 GFCI & 240 Outlet, Engine Run Relay			17,985.80			no GFCI or 240 Outlet Relay available on this model.	*
83	100kW Diesel Stationary - Open set, Exhaust, Battery, 10A Charger, Std CB, Blockheater, 120 GFCI & 240 Outlet, Engine Run Relay			27,802.97			no GFCI or 240 Outlet Relay available on this model.	
84	500kW Diesel Stationary - Open set, Exhaust, Battery, 10A Charger, Std CB, Blockheater, 120 GFCI & 240 Outlet, Engine Run Relay			82,270.37			no GFCI or 240 Outlet Relay available on this model.	
85	80kW Diesel Mobile - Skid Mount, Trailer, Ball Hitch, Single Axle, Brakes - Surge standard, Electric			n/a			70kW and 100kW available	
86	120kW Diesel Mobile - Skid Mount, Trailer, Ball Hitch, Single Axle, Brakes - Surge standard, Electric			n/a			100kW and 150kW available	
87	200kW Diesel Mobile - Skid Mount, Trailer, Ball Hitch, Single Axle, Brakes - Surge standard, Electric			101,173			Only two-axle trailer available	
88	80kW Nat. Gas Stationary - EPA Approved Tier 1 or 3			25,234.15			no notes	
89	100kW Nat. Gas Stationary - EPA Approved Tier 1 or 3			27,413.84			no notes	
90	150kW Nat. Gas Stationary - EPA Approved Tier 1 or 3			39,220.83			no notes	
91	Provide your company's not-to-exceed hourly rate for training services provided under this proposal to Sourcewell						Sourcewell members will benefit from discounts for services, but we are not proposing any services as contract items at this time.	
92	Provide company's not-to-exceed hourly rate for custom shop work services provided under this proposal to Sourcewell						Sourcewell members will benefit from discounts for services, but we are not proposing any services as contract items at this time.	
93	Provide your company's not-to-exceed hourly rate for training services provided under this proposal to Sourcewell						Sourcewell members will benefit from discounts for services, but we are not proposing any services as contract items at this time.	
94	Switchgear: Lowest Percentage Discount off of List							
95	Switchgear: Highest Percentage Discount off of List							
96	Standard Delivery			$0			No charge for CONUS freight.	

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - 06232026-CMM Pricing Proposal.xlsx - Tuesday June 09, 2026 13:13:42
- Financial Strength and Stability - SEC Form 10-K.pdf - Tuesday June 09, 2026 13:32:10
- Marketing Plan/Samples - CCM_SourcewellContractFlyer_2023_5300141_Final_HR.pdf - Monday May 18, 2026 16:23:27
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - Sample Quote w Terms and Conditions.pdf - Monday May 18, 2026 16:28:01
- Requested Exceptions - Sourcewell - Master Agreement 062326 (REDLINE).docx - Wednesday June 03, 2026 11:05:55
- Upload Additional Document - Example of Codes & Standards certifications.pdf - Wednesday June 03, 2026 11:03:28

Docusign Envelope ID: A4E74801-A258-82B9-8191-0A87B683372B

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jamie Ferguson, Government Account Manager; PowerGen, Cummins Inc.

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The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 1 062326 Electrical Energy Power Gen Equip. Tue May 19 2026 10:29 AM	☑	1