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December 11, 2023

Jana Thurman Soileau

City of Hammond

985.277.5633

Thurman_je@hammond.org

Reference: State Contract #4400026321 – SD500 – 208V

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged/aftercooled 6-cylinder 15.2L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- **500kW Rating, wired for 120/208 VAC three phase, 60Hz – Line item 150 (208v quoted as optional adder)**
- Permanent Magnet Excitation
- UL2200
- EPA Certified
- **Level 1 Acoustic Enclosure, Steel – Line item 152 & 153**
 - Industrial Grey Baked-On Powder Coat Finish
- **36" 1001 Gallon Double-Wall UL142 Basetank – Line item 154**
 - Mechanical fuel level indicator gauge
 - Electronic fuel level sender
- Power Zone Digital Control Panel for Single or MPS Generators
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Humidity 2 – 95% (Non Condensing)
 - UL6200
 - C-ETL-US

- CE
- FCC
- IEC801 (Radiated Emissions, Susceptibility, and Surge Immunity)
- 7" Resistive Color Touchscreen
 - Built-in Webserver
 - IP65 (front)
 - Auto/Manual/Off key switch, Alarm Indication, Not in Auto Indication, audible alarm, emergency stop switch
- Dual Core Digital Microprocessor
 - RS485, Ethernet and CANbus ports
- Engine Sensors: Oil Pressure, optional Oil Temp, Coolant Temp and Level, Fuel Level/Pressure (where applicable), Engine Speed, DC Battery Voltage, Run-time Hours, Generator Voltages, Amps, Frequency, Power, Power Factor
 - Alarm Status: Low or High AC Voltage, Low or High Battery Voltage, Low or High Frequency, Pre-low or Low Oil Pressure, Pre-high or High Oil Temp (optional), Low Water Level and Temp, Pre-high or High Engine Temp, High, Low, and Critical-low Fuel Level/Pressure (where applicable), Overcrank, Over and Under Speed, Unit Not in Automatic
 - Programmable I/O
 - Built-in PLC for special applications
- Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous Governor
 - 0.25% digital frequency regulation with: soft-start ramping - adjustable, gain - adjustable, overshoot limit - adjustable
 - 3 Phase RMS Voltage Sensing
 - +/-0.5% digital voltage regulation with: soft-start voltage ramping - adjustable, loss of sensing protection - adjustable, negative power limit - adjustable, Hi/Lo voltage limit - adjustable, V/F slope and gain - adjustable, fault protection
- Service reminders, trending, fault history (alarm log)
- I2T function for full generator protection
- Selectable low-speed exercise
- 2 and 3-wire start controls for any industrial grade transfer switch
- EPA Certified
- **MLCB, 80% rated, LSI Electronic Trip - (Quoted as optional adder)**
 - 2000 amp
- Coolant Heater, 2500W, 240VAC
- Critical Grade Silencer
- Four Owner's manuals
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- 225 AH, 1155 CCA Group 8D Batteries, with rack, installed
- **5-Year Comprehensive Warranty**
- SD0500GG22152D18PPSY2

Notes:

Customer is responsible for unloading & installation of equipment

Estimated **Equipment Lead-time: 52 -58 weeks**

Prices valid until: December 21, 2023

FOB: Jobsite

Terms of Sale

General Terms

Prior to any order, the customer must have an account and credit terms established.

All orders for equipment, material or services shall require a formal purchase order signed by an authorized representative of the company.

Terms and conditions of the sale will be displayed on the purchase order or a statement reflecting "Per Arcco Power System's Proposal" with the associated proposal's reference number shall be included in the customer's purchase order.

Where third parties are acting on behalf of another corporate entity, the end user of the equipment shall be identified on the purchase order.

This Quotation is valid for 30 calendar days and all equipment is subject to prior sale.

No equipment will be allowed to leave the United States without payment in full or secured by Irrevocable Letter of Credit, satisfied upon shipment From Arcco

Payment Terms

Progress payments will be required on equipment sales that meet any one of the following criteria:

- Dollar value of contract will be in excess of \$500,000 USD
- Projects requiring installation
- Requirement of a deposit payment by a supplier

Progress Payments will be required based on the above conditions, the following is our proposed Progress payment schedule for the project.

- **100%** Net 30 days, with approved credit.

Additional Payment Terms:

Arcco Power Systems Payment terms are Net 15 unless modified by a signed accepted addendum by Arcco Power Systems or if equipment is scheduled to depart the continental United States. All equipment leaving the continental United States will require payment in full prior to shipment. Payments shall be made by wire transfer upon receipt of invoice. If Customer fails to fulfill any condition of its payment obligations, Arcco Power Systems may (i) withhold deliveries and suspend performance, or (ii) continue performance if Arcco Power Systems deems it reasonable, or (iii) place products in storage at customers expense. In any event, the costs incurred by Arcco Power Systems as a result of the Customer's non-fulfillment shall be payable by the Customer upon submission of an Arcco Power Systems invoice. Arcco Power Systems shall be entitled to an extension of time for performance under the contract equaling the period of Customer's non-fulfillment whether or not Arcco Power Systems elects to suspend its performance under the contract. If Customer does not rectify such non-fulfillment promptly upon notice, Arcco Power Systems may cancel the agreement and Customer shall pay Arcco Power Systems cancellation charges upon submission of Arcco Power Systems invoices for all costs incurred plus a 15% profit. Late charges of 1-1/2% per month will be assessed for all late payments and will be payable by customer upon invoice by Arcco Power Systems. ALL equipment remains the property of Arcco Power systems until final payment has been made

Invoicing

An invoice will be generated and presented to the customer at each of the milestones stated in the terms of the sale.

Invoice Disputes

The Customer shall notify Arcco Power Systems immediately in writing when an invoice or a portion of an invoice is determined to be in dispute. Failure to notify Arcco Power Systems will cause the customer to incur service charges per our established credit terms. Should a dispute occur, the Customer and Arcco Power Systems shall determine and agree upon the corrective action or actions as necessary to resolve the dispute. Upon reaching an agreement and as soon as corrective action has begun, the Customer shall make immediate payment of the invoice to Arcco Power Systems. Where non-payment of the Arcco Power Systems invoice continues, we shall reserve the right to suspend performance under the contract. Each suspension under the contract shall be equal to an extension of delivery under the contract.

Cancellation Policy

Customer may terminate or cancel an order by written notice and upon payment of appropriate charges based upon a percentage of the contract price at the stage of completion: 20% hold for approval status and 100% released to manufacture status.

Damages

In no event, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall Arcco Power Systems be liable for any special, consequential, incidental, liquidated damages or exemplary damages including, but not limited to, loss of profit or revenues, loss of data, loss of use of the products or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, downtime cost, or claims of customers of the Customer for such damages. If the products or services being provided by Arcco Power Systems will be furnished by the Customer to a third party by contract or otherwise or relate to a contract between the Customer and a third party, the Customer shall obtain from such third party a provision affording Arcco Power Systems the protection of this Article.

Acceptance

Customer's signature on this quotation, or the issuance of a purchase order or other acknowledgement by customer for the Equipment, shall constitute acceptance of this quotation and shall be subject only to the terms and conditions set forth herein, notwithstanding any terms and conditions contained in any such purchase order or other acknowledgment or communication from the customer which are different from, or in addition to the terms and conditions of this quotation.

Change Orders

No change order or directive shall be effective against Arcco Power Systems unless the description of the work and the payment terms have been established and agreed to in advance and in writing. Arcco Power Systems will not implement changes in our scope of supply unless we have received written approval from the customer. Where a change and approval by the customer is pending, it may be necessary for the Arcco Power Systems to suspend its continuation of the original production schedule. Upon the Arcco Power Systems receiving the customer's approval, the production schedule shall resume and any modifications to the schedule required to meet the change in scope shall be communicated to the customer. Change orders as they occur, shall be invoiced at the nearest milestone payment.

Taxes and Tariffs

In addition to any price specified by the contract, Customer shall pay, or reimburse Arcco Power Systems for, the gross amount of any present or future sales, tariffs, duties, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any products or services furnished hereunder. Should the customer claim and exemption of the foregoing, the customer shall furnish Arcco Power Systems with evidence of said exemption that will be acceptable to the taxing authorities.

Additional Terms & Conditions:

The scope of supply of this quotation is limited to the equipment and services as listed in this offer of business. The customer is responsible for all installation of the equipment as outlined in our quotation unless it is specifically modified by this proposal. All equipment needed to perform any loading or unloading of the equipment will not be supplied by Arcco Power Systems and is the responsibility of the customer, unless it is specifically modified by this proposal. Equipment not indicated is to be supplied by others unless specifically listed in our bill of material. This quotation is subject to any applicable manufacturer's general terms and conditions of sale. Changes to the terms of this quotation may only be made by the express written agreement of Arcco Power Systems. Arcco Power Systems will not be responsible for any labor or material charges by others associated with the start-up and installation of this equipment unless previously agreed upon, in writing by Arcco Power Systems. The prices stated herein are subject to any manufacturer increases if the order is not released for manufacture within 30 calendar days from the customer's order date or, if drawings for approval are required, the drawings are not returned and released for manufacture within 30 calendar days of transmittal date. For any completed order, scheduled for shipment, that is held, delayed or rescheduled at the request of the Customer, Arcco Power Systems may, at its sole option, ship to storage, invoice, and transfer title, all at the sole cost and risk of loss of the customer.

We reserve the right to correct any errors or omissions.

Quoted prices do not include Federal, State or Local taxes which may be applicable. Quoted prices include normal testing, packaging and instructional literature. Special testing, packaging, additional instructional literature, parts, provisioning lists or prints are not included, and prices will be quoted separately

Should you have any questions or comments on this matter, please do not hesitate to contact us.

Sincerely,



Cathy Dunn

Inside Sales Coordinator
ARCCO Power Systems
9424 N. Interstate Drive
Baton Rouge, LA 70809
225.275.2722 Office
225.200.4474 Cell
cdunn@arcco.com

PROPOSAL SUMMARY – CITY OF HAMMOND – SD500 - - 208V -3 PH - SC

Generator – Line item 150 - \$73,823.33
Weather Proof Enclosure – Line item 152 - \$6,531.02
Sound Attenuation Material – Line item 153 - \$6,103.29
Fuel Tank – Line item 154 - \$12,685.57
Warranty Start-up, 4hr load test and Freight – Included

TOTAL PROPOSAL PRICE: \$99,143.21

ADDITIONAL OPTIONS NOT COVERED UNDER STATE CONTRACT – SEPARATE PO TO BE ISSUED – PRICING GOOD FOR 45 DAYS ON ADDER ITEMS

1. Replace 800a – 80%Thermal Magnetic breaker with 2000A 80%LSI Electronic trip breaker
[ADD] \$8,613.00

Acceptance of Quote

Jana Thurman Soileau
City of Hammond
985.277.5633
Thurman_je@hammond.org

Prior to ordering equipment or services, please sign and return as a confirmation of the above terms and conditions

Customer Signature

Customer Printed Name

Date

Purchase Order #

Shipping Address & Point-of-Contact:

Disclaimer:

Arcco Power Systems makes no express warranties and disclaims all implied warranties including merchantability and fitness for a particular purpose regarding generator sizing or a sizing program. Arcco shall have no liability in law or equity for damages consequential or otherwise arising from sizing or use of a program and related material or any part thereof. The analysis provided from sizing or sizing software is only for the expected result at the generator terminals. Analysis of transient conditions of any device downstream is the responsibility of the system designer and end user. Arcco Power Systems does not

assume any responsibility for changes after an order has been place. By signing Customer Acceptance, Customer acknowledges they have read ad agree to the bill of materials listed.