

**Solicitation Number: RFP #062320****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Caterpillar Inc., 510 Lake Cook Road Suite 100, Deerfield, IL 60015 (Vendor or Caterpillar).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 27, 2024 unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

While Caterpillar is Vendor under the Contract, pursuant to Section 10(a) it will subcontract certain obligations under this Contract to its dealers. Only those dealers that sign a

Participation Agreement with Caterpillar obligating them to comply with the terms of this Contract will be eligible to provide Equipment, Products, or Services as a subcontractor under this Contract. In the event there is no dealer who has entered into a Participation Agreement available to provide Equipment, Products, or Services to a Participating Entity, Caterpillar shall be under no obligation to provide Equipment, Products, or Services to such Participating Entity under this Contract. Caterpillar will provide a copy of this Contract to its dealers that would normally service Participating Entities and invite such dealers to enter into a Participation Agreement as a subcontractor of Caterpillar under the terms of this Contract.

Rental equipment may not be current year model and may be used, having been rented by Participating Dealer's prior customers. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Any warranties granted to Participating Entities shall be granted solely by the Participating Dealer renting or otherwise providing the Equipment, Products or Services, as agreed between the parties. If rented equipment needs repair or replacement during the rental period, the Participating Dealer will repair or replace the Equipment at its cost and expense; provided that if the repair or replacement is as result the Participating Entity's misconduct, abuse, misuse, neglect or negligence, such Participating Entity will be responsible for the cost of repair or replacement. Except as expressly stated herein, all warranties, including any implied warranty of merchantability or of fitness for a particular purpose are expressly excluded and disclaimed.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Upon request made to a participating CAT dealer, from a Participating Entity identifying themselves as a Sourcewell member by providing their Sourcewell member number and

contract number, formal rental rate quotes will list all costs, including delivery expenses, such as freight and permits (when required).

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities. Caterpillar will not enter into a contract with a U.S. Federal Government entity prior to obtaining necessary internal approvals and shall not be obligated to provide Equipment, Products, or Services to any U.S. Federal Government entity under this Contract unless separately agreed in writing. Caterpillar may work with such parties and may agree to provide equipment or services under the Contract on a case-by-case basis.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join

Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Participating Dealers with payment made to the dealer as agreed. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or any Participating Addendum, are to be negotiated between a Participating Entity and Participating Dealer, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. PERFORMANCE BOND. If requested by a Participating Entity, Participating Dealer may agree to provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone

agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;

- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for one percent (1%) multiplied by the total net rental revenue (excludes freight, permits, and fees) of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter as the administrative fee. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Provided, however, that Caterpillar is permitted to subcontract certain of its rights and obligations to Caterpillar dealers for performance without Sourcewell's prior written consent.
- B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
- E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Intentionally omitted.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

Intentionally omitted.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY. Intentionally omitted.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract 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. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor 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 Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. 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 sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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. A Participating Dealer may name a Participating Entity as an additional insured on a case-by-case basis.

D. **WAIVER OF SUBROGATION.** Vendor 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 Contract or other insurance applicable to the Vendor 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 Vendor or its subcontractors. A Participating Dealer may waive subrogation against a Participating Entity on a case-by-case basis.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Participating Dealers must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Participating Dealers conduct with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor 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 the Canadian 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 Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Intentionally omitted.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell
DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO

Date: 9/16/2020 | 10:23 AM CDT

Approved:
DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 9/17/2020 | 1:42 PM CDT

Caterpillar Inc.
DocuSigned by:
By: Chris Gustafson
5C82585C5151405...
Chris Gustafson
Title: Global Accounts & Allied Prod. Mgr.

Date: 9/17/2020 | 11:39 AM PDT

RFP 062320 - Equipment Rental with Related Services

Vendor Details

Company Name: Caterpillar Inc
Does your company conduct business under any other name? If yes, please state: IL
Address: 100 NE Adams St
Peoria, IL 61629
Contact: Darren Wilson
Email: Wilson_Darren_R@cat.com
Phone: 309-265-4542
HST#:

Submission Details

Created On: Monday May 18, 2020 15:44:18
Submitted On: Tuesday June 23, 2020 16:17:32
Submitted By: John Frame
Email: Frame_John_J@cat.com
Transaction #: 08b57e2d-460c-40d2-a160-12248816b576
Submitter's IP Address: 34.69.162.10

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Caterpillar Inc.	*
2	Proposer Address:	510 Lake Cook Road, Suite 100, Deerfield, Illinois 60015	*
3	Proposer website address:	caterpillar.com CAT.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Chris Gustafson Global Accounts & Allied Prod Mgr. GUSTAFSON_CHRISTOPHER_D@cat.com 1 309 675 4802	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	John Frame, Rental National Accounts Mgr., Governmental Segment Frame_John_J@cat.com 309-675-2891	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Chris Gustafson Global Accounts & Allied Prod Mgr GUSTAFSON_CHRISTOPHER_D@cat.com 1 309 675 4802	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Caterpillar was founded in 1925 when two entrepreneurs merged their companies: Holt Manufacturing Company and C.L. Best Tractor Company. The merger was a great success because the ethics of both men were focused on high quality products and the best customer support. Since the founding 95 years ago, Caterpillar Inc. has retained the culture of focusing on customer needs and supporting products after the sale. Our company culture is keenly focused on customer satisfaction and every employee realizes that a customer's experience using the product will determine whether he or she will continue to purchase, lease, or rent Caterpillar products & services in the future. The key to this satisfaction is two-fold: develop & provide the best products and services that empower our dealers to offer the best support. Through this combination, we are proud to prove that our products and services offer the best value to our customers regardless of where they are located. We can prove measurable advantages in total owning and operating costs as well as intangible benefits in terms of standard safety features and telematics information sharing; as well as and many training, fleet health, and application support services offered by our dealers. Please refer to attached "Caterpillar Code of Conduct" in the attached "Financial Strength and Stability" zip folder for details regarding our corporate core values and business philosophy.
8	What are your company's expectations in the event of an award?	Caterpillar is honored to have served Sourcewell and its members' who have purchased CAT construction equipment, work-tools, and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019. Caterpillar contributes well over half of the revenue Sourcewell receives in the current Heavy Construction (purchase) contract (032119-CAT) and look forward to the opportunity to further grow business and serve members' needs together through a rental contract.

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Maintaining financial strength is a critical priority for Caterpillar. We receive debt ratings from the major credit rating agencies. Caterpillar is "mid-A" rated by S&P and Fitch and has a "low-A" rating with a positive outlook from Moody's. Maintaining our "mid-A" credit rating is critical to our cash deployment priorities. Due to our prudent focus on financial strength, on a comparative basis Caterpillar has generally demonstrated higher profitability, lower leverage, and better liquidity than our competitor peer group. Our liquidity position is extremely strong with typically the highest percentage of cash as a percent of total assets on the balance sheet vs our competitors. Please see five-year financial summary recently published in the attached "2019 Caterpillar's SEC form 10K Financial Summary" in the "Financial Strength and Stability" zip folder , which provides additional details about our financial position. The full text of the 239-page 10-K document can be found on our public website: http://www.caterpillar.com/en/investors/sec-filings.html In 2019, Caterpillar sales and revenues were \$53.8 billion. In 2019, Caterpillar delivered record profit per share of \$10.74 per share and ended 2019 with \$8.3 billion of enterprise cash. After paying uninterrupted rising annual dividends for more than two decades, Caterpillar, Inc. (NYSE: CAT) reached the 25th consecutive year mark for inclusion in the elite group of companies designated as Dividend Aristocrats. In addition to a minimum of 25 consecutive years of dividend hikes, a company must be a component of the S&P 500 index and must have a market capitalization of at least \$3 billion to qualify as a Dividend Aristocrat.	*
10	What is your US market share for the solutions that you are proposing?	CAT dealers are independent businesses. As such Caterpillar cannot share their rental revenue market share. However, with Cat Rental Stores, Cat heavy equipment, Cat Power Systems, and dealer crane rental locations; Caterpillar has the largest rental fleet based on OEC in North America.	*
11	What is your Canadian market share for the solutions that you are proposing?	CAT dealers are independent businesses. As such Caterpillar cannot share their rental revenue market share. However, with Cat Rental Stores, Cat heavy equipment, Cat Power Systems, and dealer crane rental locations; Caterpillar has the largest rental fleet based on OEC in North America.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. Caterpillar Inc. has never been bankrupt.	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best 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?	Caterpillar is a manufacturer of construction, mining, energy and transportation equipment, technology and provider of related services. Caterpillar Inc. is a world class manufacturer which distributes products through a vast and capable dealer network. CAT dealers are strong independent companies and in North America alone they have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application. We believe the service parts inventory maintained by CAT dealers is the largest of any construction equipment and power systems brand. Another advantage of independently owned dealers is that they know their customers and market well. They tailor their services specifically to their customers' needs. Caterpillar and each dealer have signed a sales and service agreement that outlines the specific expectations from both parties. In a broad overview, Caterpillar manufactures products and sells them to CAT dealers. The dealers then sell, lease and rent those products to customers. Caterpillar does not sell directly to state, province, nor local governments. Although Caterpillar will sign this contract as a manufacturer, CAT dealers will be given the opportunity to avail themselves of the rental business presented by the contract and will execute all the transactions with governmental, educational and non-profit customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service. This is no different than sales and rentals occurring outside the terms of this agreement. Caterpillar dealers heartily embrace Sourcewell contracts #032119-CAT, #120617-CAT, and all of them have been trained in their use and as such will already be familiar with Sourcewell's rental contract. In fact, the Sourcewell contract covering equipment & work-tools for purchase (032119-CAT) was leveraged by more than 90% of our dealers in 2018 and 2019. Caterpillar offers specific discounts to Sourcewell members. By renting to members under the Sourcewell contract, participating CAT dealers agree to honor those discounts.	
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	To the extent of our knowledge, we are unaware of specific licenses or certifications required to pursue the business covered by this RFP.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Caterpillar Inc. has not been suspended or disbarred in the last ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Please note: To list all the awards received in the past five years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2018 & 2019. Sourcewell Legacy Award-2019

>>>2018 Corporate Awards & Recognition

- Forbes Magazine America's Most JUST Companies -- #49
- Forbes World's Most Reputable Companies 2018 -- #47
- Fortune 500 -- #65
- Dow Jones Sustainability Index -- 19-year member
- Fortune World's Most Admired Companies 2018 -- #43
- Forbes America's Best Employers for Diversity 2018 -- #247
- Top Veteran-Friendly Companies 2018 -- U.S. Veterans Magazine
- Woman Engineer Magazine -- Top 50 Employers 2018 - #21
- Minority Engineer Magazine -- Top 50 Employers 2018 - #15
- CAREERS & the disABLED Magazine -- Top 50 Employers 2018 -- #9
- Human Rights Campaign Foundation Corporate Equality Index 2018: Score = 90
- Forbes 2018 Top 25 Places to Work in Brazil -- #5
- Forbes Best Employers for Women 2018 -- #245
- Interbrand Best Global Brands 2018 -- #82
- Top 150 Global Licensors -- Global License
- Top 1,000 companies with the Strongest Female Leaders -- Mogul
- 7 Companies with Impressive Mentorship Programs -- Glassdoor
- Top-Rated Workplaces: Best For Veterans -- Indeed
- Best Product Support in 2018 -- Brazilian Association of Technology for Construction and Mining
- Facility of Distinction for Safety -- Indonesia
- Certification on Promoting Work Life Balance -- Japan

>>2018 Product Awards & Recognitions

Top 100 Awards from Construction Equipment magazine

- D8T TTT
- Next Gen 20-ton HEX
- 24 MG
- 903D CWL
- UTVs

Contractor's Choice Awards from Roads & Bridges magazine

- PM622 -- Gold
- AP1055F -- Gold
- AP555F -- Gold
- SE60 V XW -- Gold
- CB66B -- Gold
- CS56B -- Gold
- D6T -- Gold
- 315F CR -- Gold
- 335F CR -- Gold
- 962M -- Gold
- 140M3 -- Gold
- B20 -- Gold
- Grade Control -- Bronze
- Product Link -- Bronze
- 420F2 -- Gold
- 304.5E2 XTC -- Silver
- 299D2 XHP -- Gold
- TH255C - Gold
- 777G -- Gold

Top 50 Award from Equipment Today magazine

- 320 GC, 320 and 323 Next Gen HEX

Twenty for 2018 Award from Landscape Business magazine

- UTVs

17	What percentage of your sales are to the governmental sector in the past three years	The governmental & educational sector is extremely important to Caterpillar. We do not track government and education separately. However, it is safe to assume that the bulk of these sales is to state, county, municipal, and special districts. We have a dedicated team to ensure success in this market. Overall, the percentage of our sales to non-federal governmental agencies varies between 11% and 26%. Some of our product families are highly focused and designed for governmental customers. With these products, we see the percentage of our sales to government as high as 75%.	*
18	What percentage of your sales are to the education sector in the past three years	The governmental & educational sector is extremely important to Caterpillar. We do not track government and education separately. However, it is safe to assume that the bulk of these sales is to state, county, municipal, and special districts. We have a dedicated team to ensure success in this market. Overall, the percentage of our sales to non-federal governmental agencies varies between 11% and 26%. Some of our product families are highly focused and designed for governmental customers. With these products, we see the percentage of our sales to government as high as 75%.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	While CAT dealers would typically hold contracts with states and provinces, as an exception Caterpillar holds the state contract with Ohio. Additionally, we are contract holders with National IPA and NASPO ValuePoint. Just as we would never share Sourcewell transaction information with other cooperatives, we don't feel it would be honorable to share the volumes of those contracts. However, we are happy to report that of all cooperative contract sales, most are transacted via Sourcewell.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Caterpillar holds GSA contract GS-30F-0018U, Schedule 23V Automotive Superstore. The sales volume is more than \$9.2M per year. Caterpillar also holds GSA EPG contract GS07F5666R, Schedule 56 Buildings and Building Materials. The sales volume is approximately \$1M per year. We do not allow our dealers to use our GSA contracts.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
CAT equipment purchaser: Lac La Biche County, AB	Les Cote, Equipment Maintenance Manager	(780) 623-6815	*
CAT equipment purchaser: County of St. Paul, AB	Mark Chileen, Director of Public Works	(780) 645-3006	*
CAT equipment purchaser: Douglas County, KS	Clayton Funk, Fleet Manager	(785) 331-1333	*
CAT equipment purchaser: City of Newport News, VA	Joey Auché, Fleet Operations Superintendent	(757) 848-8406	
CAT equipment purchaser: Klamath County Solid Waste, OR	Tom Crist, Operations Manager	(541) 891-5687	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Minneapolis Public Works Fleet Div.	Government	Minnesota - MN	Construction Equipment	102 machines	\$2.6 million	*
City of Raleigh	Government	North Carolina - NC	Construction Equipment	110 machines	\$2.2 million	*
State of Maine Dept. of Transportation	Government	Maine - ME	Construction Equipment	223 machines	\$1.5 million	*
City of North Las Vegas	Government	Nevada - NV	Construction Equipment	48 machines	\$0.9 million	*
State of Utah	Government	Utah - UT	Construction Equipment	25 machines	\$0.8 million	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	The CAT dealer salesforce is the most capable and highly trained in the industry. We ask CAT dealer sales people to be consultants and to advise customers on the best solutions. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as a manufacturer, and their dealer sales team. This person is offered additional in-depth training on Sourcwell and ensures that all contract terms are followed. In North America, our dealers employ more than 53,000 people across the machine, energy, parts, and service divisions. Of this number more than 8% (4400) are in machine and parts sales; more than 39% (21,000) are in service and support. The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in-territory support of 5-8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the-scenes" to ensure industry leading product design, up-to-date product information, and maintaining the ease of doing business in an increasingly connected marketplace.	*

24	Dealer network or other distribution methods.	The CAT dealer network is key to the success of our company. Within Canada and the United States, we have more than 800 dealer owned locations that rent equipment. Please refer to our directory listing of CAT dealers locations and locations map in the attached "Additional Documents" zip file / "Cat Dealer Rental Locations-Canada & U.S." folder. are independently owned, and many cover an entire state or province. (In some cases, dealers cross state/provincial boundaries, and in other cases, more than one dealer will be located in a state.) Each dealer has multiple branch locations and a mobile service fleet that can serve customers regardless of location. These are all physical locations our governmental customers may use. Because of the size of CAT dealers, they are exceptionally capable to serve governmental customers. Collectively, CAT dealers' large net worth permits them to stock a high volume of replacement parts – allowing governmental customers the fastest turnaround on parts availability and repair time. CAT dealers recognize the importance of governmental business to their overall success and they each have one or more governmental specialists whose job it is to serve governmental agencies well. Please refer to the CAT dealer rental locations list and map included as attached documents.
25	Service force.	We at Caterpillar are very proud of the saying: "The sales department sells the first machine; the service department sells every one after that." The CAT dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These people are supported with the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because CAT dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "Think Big," we are able to keep the pipeline of high quality employees full. In addition to the technicians and mechanics that work on the machines directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time. Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support. The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in-territory support of 5-8 Caterpillar parts/service employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhered to, and repair questions are answered quickly. We exceed our 95% 1-hour response rate target in responding to dealer service inquiries.

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. Should a customer ever have a problem or issue with a machine, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, Caterpillar will cover that completely within the standard warranty period. Every Caterpillar dealer has a common detailed service process in place. Caterpillar supports and verifies that the dealer service technicians are supplied with the tools and equipment needed to repair all Caterpillar products. Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting, and Disassembly and Assembly manuals. These manuals are provided for every Caterpillar product. Each dealer also has one or more "Technical Communicators" who is dedicated to supporting the service technicians by acting as a liaison between their shop personnel and Caterpillar. The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar's Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour. Depending on a customer's needs, they may choose to handle service issues themselves, in conjunction with their dealer, or they may ask their dealer to handle them entirely. To meet the varying desires of each customer, Caterpillar offers a wide range of service programs: • Cat EM Solutions • Cat Equipment Care Advisor-Monitor • Cat Equipment Care Advisor-Protect • Cat Inspect • Condition Monitoring • Customer Support Agreements • S-O-S Services	*
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are happy to serve all geographic areas and all Sourcewell Member sectors, within the United States with our complete product and service offering through Sourcewell. Caterpillar has successfully utilized Sourcewell to sell machines in 49 States and Canada.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are happy to serve all geographic areas and all Sourcewell Member sectors, within Canada with our complete product and service offering through Sourcewell. In fact, we see the Canadian market as a significant growth opportunity for Sourcewell use and will actively encourage its use. Caterpillar is gaining significant momentum with Canadian sales through Sourcewell contract #032119-CAT. In 2018, Caterpillar sales growth in Canada for machines through 032119-CAT increased nearly 400% over the previous year.	*

29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	CAT dealers maintain over 800 equipment rental locations that serve every state and province throughout the United States and Canada. Caterpillar has successfully utilized Sourcewell to sell machines in 49 States and Canada. We are happy to serve all geographic areas within the United States and Canada with our complete product and service offering through Sourcewell. Cat dealers are independently owned businesses. Consequently, before dealers can participate in national accounts contracts, including those resulting from proposals to Sourcewell RFPs such as 062320; they must "opt-in" by signing a Dealer Participation Agreement with Caterpillar Inc. Please refer to Table 16: Exceptions to Terms, Conditions, or Specifications For, contract section 2 for further explanation regarding CAT dealer participation.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We are happy to serve all Sourcewell Member sectors, within the United States and Canada with our complete product and service offering through Sourcewell. Caterpillar's cooperative purchasing and rental contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting any other cooperative purchasing contracts. Cat dealers are independently owned businesses. Consequently, before dealers can participate in national accounts contracts, including those resulting from proposals to Sourcewell RFPs such as 062320; they must "opt-in" by signing a Dealer Participation Agreement with Caterpillar Inc. Please refer to Table 16: Exceptions to Terms, Conditions, or Specifications Form, contract section 2, for further explanation regarding CAT dealer participation.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions or limitations for sales to members in Hawaii, Alaska, or U.S. Territories. However, because products available in Hawaii, Alaska, or U.S. Territories are different from those within the U.S. and Canada, we may need to adjust our product list and provide revised pricing as Sourcewell expands to serve these markets.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our current marketing strategy with Sourcewell contract #032119-CAT proves to be effective, with year over year sales growth through this contract; including over 75% in 2019 vs. the previous year. Should we be fortunate enough to be awarded a contract for equipment rental in response to RFP #062320, we will proudly announce the award publicly through our multiple customer facing touchpoints which may include: • Press Release • Governmental Solutions Magazine (Caterpillar produced magazine distributed to governmental customers in the US and Canada) • Government Training & Safety Days (governmental customer training events at Caterpillar facilities) • Announcement in our monthly governmental customer eNewsletter • Announcement on our social media channels (FB, Instagram, LinkedIn) • Feature on our governmental focused website: www.cat.com/governmental • Display mentions at all governmental tradeshows we attend • Updated literature with the new contract information. Some examples are included as attached documents. However, we will use the opportunity of this newly awarded contract to update and redesign our materials to include our equipment rental offering.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Caterpillar and the CAT dealer network are leaders in using emerging technologies to reach our customers. We manage several Facebook pages, Instagram, LinkedIn, etc. and can target governmental segments separately. We also look at past purchase history and financing information to recognize in advance when customers may be considering replacing machines that they own. We have a subscription to a third-party database (Deltek) which we use to monitor future funding. It is our intention to reach out (via CAT dealers) to these potential customers and recommend the Sourcewell solution as they prepare for future purchases and equipment rentals.

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We count on Sourcewell to promote themselves, awarded contracts and the viability of cooperative purchasing and rental in general. We appreciate Sourcewell's presence in industry media, tradeshow, and their web presence. We also appreciate Sourcewell's 'Get to Know You' training forums, which many Caterpillar dealer sales teams have attended throughout the United States. While Sourcewell should continue their currently strong marketing efforts, we believe it is also our responsibility to promote the contract with our customer base. Some examples of our marketing efforts are mentioned in our response to line item 32. We will also encourage these conversations between our sales force and the buyers and influencers who are considering our equipment for purchase. As Sourcewell is already well on the way to be the preferred selling method to non-federal governmental entities by Cat dealers, we will also encourage them to utilize the rental contract as well. There is a team of dedicated corporate governmental specialists whose job is to assist dealers with sales and rentals. These team members are experts in cooperative purchasing and work daily with customers and dealers to answer questions and to facilitate its use. Caterpillar also has a Governmental Affairs team who will continue to work closely with Sourcewell's Governmental Affairs staff, when necessary, to lobby for procurement codes that allow the use of Cooperative Contracts.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our parts division lends itself best to e-procurement and many CAT dealers offer that capability to customers via a dealer portal. Our machines are complex and often custom-configured. A consultative salesperson is integral to ensuring that machines are configured and built to perform well in their expected duties. For this reason, we do not offer a company-wide e-procurement option. Our dealers are innovators however, and if they offer e-procurement now or in the future we are pleased to allow Sourcewell members to use that option.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All dealers offer basic operation, safety, and maintenance training with every sale. Should a customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific additional training and it would be negotiated between the dealer and the customer. Caterpillar also offers training programs directly to customers in three areas – operation, safety, and service. Members may access courses online, via CDs, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instructor-led courses can be conducted at one of our dedicated training facilities in the US, or on a customer's local site using their own equipment. Advanced repair courses may occasionally be made available to non-dealer mechanics. Current course options are available through dealer product support departments. These courses have a fee which varies according to class length and materials.	*
37	Describe any technological advances that your proposed	Technology is a key product differentiator for Caterpillar. To	

products or services offer.

describe each of them in detail would expand the length of this response beyond a reasonable level. For brevity, key technologies are referenced below. More detail is available on our product pages on www.cat.com.

Remote monitoring and telematics are available on every machine. This allows customers and dealers to monitor machine health and operation with the intent of early issue detection. Through our proprietary fleet monitoring software, we are leaders in using technology to prevent unexpected downtime.

Motor Graders

- Auto shift Transmission – maintains consistent torque through shifts with reduced forces and variations
- Eco Mode - Save up to 10 percent on fuel consumption
- Blade Slope Meter - Reduces the dependence on manual grade checking.
- Cross Slope Indicate - provides a real time readout of cross slope on the machine display
- Auto Cross Slope - Save up to 40 percent in material with the Cat GRADE Cross Slope feature
- Cat Grade - Ensures machine readiness for additional 2D/3D grade control technologies
- Stable Blade - Senses blade bounce before the operator to reduce manual throttle use and site rework
- Rearview Camera - enhances visibility along with a heated lens to prevent snow buildup

Dozers

- Auto shift Transmission with Lockup Torque Converter – Saves up to 20% of fuel with no operator input
- Electric Drive Transmission (option) – Saves up to 35% of fuel with no operator input
- Slope Indicate - provides a real time readout of cross slope on the machine display
- Slope Assist - automatically maintains blade slope without a GPS signal
- Cat Grade with 3D - enables operators to improve grading efficiency, accuracy, and productivity in both production dozing and finish grading applications
- AutoCarry – automatically controls blade lift for more consistent blade loads and less track slip
- Stable Blade – monitors blade pitch and automatically controls the blade for smoother finishes
- Rearview Camera - enhances visibility with HD quality and back-up lines

Excavators

- Eco Mode - automatically adjusts engine and hydraulic power for the highest fuel efficiency—less power for tasks such as swinging and more power for digging
- Cat Grade with 2D - helps operators reach grade faster eliminating grade checkers
- Cat Grade with 3D – increases productivity and expands grading capabilities
- Dig Assist – Automatically controls boom and bucket movements to deliver more accurate cuts with less effort
- Payload measuring - delivers precise load targets with on-the-go weighing
- eFencing - automatically stops excavator motion using boundaries you set in the monitor for the entire working envelope—above, below, sides and front
- Birds eye 360 view Camera - rearview and right-side-view cameras always keep operators aware of their surroundings

Wheel Loader

- Electric Drive Transmission (option) - Maintains productivity while operating 25 percent more efficiently
- Eco Mode - reduces fuel consumption with minimal

		impact to productivity • Payload measuring - brings payload weighing to the cab so operators can work more productively and deliver accurate loads with confidence • Ride Control - works as a shock absorber, improving ride quality over rough terrain • Object Detect – increases operator awareness around the machine and provide alerts to help keep people and assets safe on the job site • Rearview Camera - enhances visibility with HD quality Backhoe • 4WD Auto Shift 6 speed Transmission with Lockup Torque Converter - allows effortless gear and direction changes while maintaining continuous traction throughout the work cycle for better torque and added fuel efficiency • Ride Control - provides a much smoother ride in all applications • Variable Speed Steering – reduces number of steering wheel rotations when rotated faster. Skid Steer Loader/ Compact Track Loader • Remote Task – allows operator to precisely control the machine from a safe location • Cat “Intelligent Leveling” system (ILEV) provides industry leading technology, integration and features such as dual direction, self-leveling, work tool return-to-dig and work tool positioner • Speed Sensitive Ride Control - improves operation on rough terrain, enabling better load retention, increased productivity, and greater operator comfort.
38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	At Caterpillar, sustainability is an important commitment to building a better world. Sustainability is part of who we are and what we do every day – it is one of Caterpillar’s core values. We recognize progress involves a balance of environmental stewardship, social responsibility, and economic growth. We consider this as we work toward a vision of a world in which people’s basic needs – such as shelter, clean water, education, and reliable energy – are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring success of our customers, stockholders, dealers, and our people. Caterpillar is a proud 20-year member of the Dow Jones Sustainability Indices, including both the World and North America indices. The annual DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors. For more on sustainability at Caterpillar, please visit our 2019 Sustainability Report at: http://reports.caterpillar.com/sr/ The 2020 report will be available in 2021. Examples of sustainability in action at Caterpillar follow below: INNOVATION: Caterpillar aims to help customers use less fuel and generate fewer greenhouse gas (GHG) emissions. We continue to develop products with fewer direct emissions. In addition, we’re increasing our investment in high-efficiency energy conversion and electrification – working to increase power density, expand the use of alternative fuels, maximize efficiency of power systems, and introduce electrification into our product lines while significantly decreasing owning and operating costs. In doing so, we help our customers improve their own operations, while also driving our industry to

improve.

REMANUFACTURING:

Caterpillar strives to provide customers with quality equipment that delivers the best economic proposition for their business. We remanufacture (reman) and rebuild products and components that provide customers not only with immediate cost savings, but also help extend life cycles and use materials more efficiently. Rebuild programs increase the lifespan of equipment by providing customers with a restored product for less cost than buying new. A complete Cat® Certified Rebuild includes more than 350 tests and inspections, automatic replacement of approximately 7,000 parts and a like-new machine warranty. Caterpillar takes a systems view of the life of our products. We design and manufacture them for multiple lives, our dealers support and service them to maximize their value to the customer, and we remanufacture them at the end of their useful life to deliver the next generation of value. Our engineering and manufacturing expertise, field population and dealer organization make this possible. This total life cycle approach allows us to provide sustainable solutions that help customers build a better world.

FLEET EFFICIENCY:

Reducing waste and conserving natural resources on job sites are increasingly important goals of many of Caterpillar's customers as they seek to realize the full value of their assets on the job site. Our Job Site Solutions team works in partnership with Cat® dealers to help customers find innovative ways to improve their operations and be more competitive in the marketplace – solutions that often deliver additional sustainability benefits. For instance, optimizing fleet efficiency not only reduces costs, but can also improve the maintenance and component replacement cycles of individual machines. Better maintenance execution can extend the life of a machine, which in turn reduces raw material consumption.

RESPONSIBLE MANUFACTURING:

At our facilities, we work to minimize our environmental impact by focusing on energy conservation, GHG emission reduction, water conservation and waste reduction. We have set energy-efficiency targets in our operations since 1998 and have set GHG emission-reduction targets since 2003. We currently have operational targets for an increased reliance on alternative and renewable energy and a reduction in energy intensity and GHG emissions intensity.

As a manufacturer of heavy equipment, some of Caterpillar's operations are energy-intensive. But even in our most energy-dense environments, Caterpillar employees have found ways to implement innovative energy solutions that reduce our energy costs as well as our environmental impacts.

With respect to water, we recognize the far-reaching economic, social, and environmental implications that water scarcity may have in the future and have taken steps to reduce our consumption.

Finally, we are minimizing waste in our processes not only to reduce costs, but also to reduce our use of materials, energy, water, and land. We ultimately aim to reduce all waste generated by our production processes.

SUSTAINABLE CONSTRUCTION:

Our goal is to design all new facilities to meet Leadership in Energy and Environmental Design (LEED) or comparable green building criteria.

Facilities designed to the LEED criteria are more energy-

		and resource-efficient than traditional construction. LEED facilities are also designed to create a healthier indoor environment for employees. All our facilities that completed construction in 2017 met LEED or comparable green building criteria. By taking a critical look at every phase of our operations, teams have been able to uncover unexpected methods to reduce our footprint while maintaining or improving performance and customer satisfaction. We are proud to share the following metrics: METRIC CHANGE FROM 2006 to 2019: • Absolute Change in GHG Emissions 41% Reduction • Operational Energy intensity 32% Reduction • Waste Generation Intensity 21% Reduction • Absolute Water Consumption 37% Reduction METRIC CURRENT LEVEL: • Alternative/Renewable Energy Use 35.5% • Waste Recycled 87.1% Plants certified with ISO 14001:2004 Environmental Management System include: • Anchor Coupling - Goldsboro, NC - ISO 14001:2004 - Sept 2018 • Anchor Coupling - Menominee - ISO 14001:2015 - Jan. 2021 • Gen Sets - Newberry - ISO 14001:2004 - Nov. 2017 • Mapleton - 14001:2004 self-certification - issued January 2013 • Reman Services - Corinth, MS - ISO 14001:2015 - Sept. 2021 • Reman Services - Franklin - ISO 14001:2004 - May 2017
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Plants certified with ISO 14001:2004 Environmental Management System include: • Anchor Coupling - Goldsboro, NC - ISO 14001:2004 - Sept 2018 • Anchor Coupling - Menominee - ISO 14001:2015 - Jan. 2021 • Gen Sets - Newberry - ISO 14001:2004 - Nov. 2017 • Mapleton - 14001:2004 self-certification - issued January 2013 • Reman Services - Corinth, MS - ISO 14001:2015 - Sept. 2021 • Reman Services - Franklin - ISO 14001:2004 - May 2017

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Two of our dealers in North America are owned by women: Foley Equipment, with territory primarily in Kansas and Missouri; and Cashman Equipment based in Nevada. In addition to these two owners, there are 31 other women in our North American dealer network who hold the titles of President, Vice President or Director. One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity program, which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran- and service-disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories. Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Award Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers. Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for diverse supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Diverse Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments, and which are not.
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41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	RELIABLE RENTAL EQUIPMENT: CAT dealers keep their rental fleets fresh. Industry data demonstrates that the average age of rental equipment in CAT dealers' fleets, is consistently less than the rental industry as a whole. Please refer to in the attached "Additional Documents" zip folder for the "Rental Fleet Asset Age Comparison-Cat vs. Industry" chart for the data. BEST OVERALL VALUE / LOWEST LIFE CYCLE COST: Caterpillar products deliver the best value for the money. While we rarely have the lowest initial purchase price, we are happy to demonstrate to customers that our machines offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price. CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each machine has industry-leading features that strive to minimize the possibility for accidents. In addition to built-in safety features, we also offer a suite of aftermarket safety products and services that are unique in the industry. Caterpillar Safety Services offers culture, jobsite & leadership assessments; safety and leadership training workshops; and a comprehensive continuous improvement process through consultative services. Services are facilitated by Safety Services consultants and training products can be purchased for self-implementation. Details on products and services are available at www.cat.com/safety. These products and services are available at a 15% discount from the list price. Technology Enabled Safety Solutions are tangible products designed to assist the implementation of a safety culture. We are pleased to offer these unique products at a 5% discount off list price. Examples of products and services available include (this list may be augmented as new products/services become available): a) Cat Detect suite of products (allows machines to sense people and objects near them) b) Driver Safety System (detects and reacts to signs of fatigue and distraction) c) Cat SmartBand (monitors activity and sleep data) PRODUCT ATTRIBUTES: Each product we sell offers unique operating, safety, and cost-savings advantages that are exclusive to Caterpillar. It is outside the scope of this response to itemize these differentiators. However, we provide many details on our web page at www.cat.com.
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims

procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Yes. Caterpillar has the most extensive warranty coverage in the industry. We cover all products, parts, and labor with fewer exclusions than our competitors. Please see Attachment D for details.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We do not impose usage restrictions. We are pleased to say that our warranties cover defects in material and workmanship for the time specified in the policy when the equipment is used as per design intent.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	The Caterpillar warranties cover the cost of replacement parts and the labor to install them, they do not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.	*
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have no restrictions on warranty repairs. One of our key differentiating strengths is our ability to service equipment regardless of where it is located.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty service for machines ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.	*
47	What are your proposed exchange and return programs and policies?	We warrant that upon delivery our products will be free from defects in material and workmanship and will operate as intended. If they are not, we will make any necessary corrections.	*
48	Describe any service contract options for the items included in your proposal.	We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available, and we encourage members and dealers to explore all options. 1) Equipment Protection Plans (Extended Service Coverage/Cat Insurance): After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage: a) Powertrain b) Powertrain + Hydraulics c) Powertrain + Hydraulics + Technology d) Premier A description of all these options is included in the attached Equipment Protection Plans document. Important note: The purchase price for these Extended Service Coverage plans is lower for governmental agencies than it is for private buyers. 2) Customer Value Agreements (CVAs): A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs. The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CVAs are a useful tool to manage expenses. Most CVAs are bundled at the time of purchase; however, they may be added at any time.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	CAT dealers are independently owned businesses. As such, their payment terms vary, but all will be stated on individual rental agreements and invoices.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes. Participating CAT dealers offer both leasing and financing options to governmental members of Sourcewell, at rates lower than available to the general public.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members: 1) When a Sourcewell participating entity decides to rent from a participating Cat dealer, they simply include their Sourcewell member number and Sourcewell contract number on the Rental Delivery Order they issue to the participating Cat dealer. 2) Upon acceptance of the rental order the participating CAT dealer issues the rental agreement to the Sourcewell participating entity, and at the entity's direction, either makes ready for pick-up or delivers the equipment. 3) Commensurate with the entity's credit standing, the participating CAT dealer will invoice the entity at the conclusion of the contracted rental term or upon return of the equipment; whichever occurs first. 4) If the rental is for an extended period of time, e.g. more than one month, the participating Cat dealer in consultation with the Sourcewell participating entity; may invoice the Sourcewell participating entity at a periodic interval, e.g. at the conclusion of each week or month. 5) Upon payment receipt from the Sourcewell participating entity, the participating CAT dealer will, on a monthly basis, submit a report to Caterpillar of equipment rental transactions to participating Sourcewell members renting equipment using the Sourcewell-CAT rental contract. Such reports will include the member number provided to the dealer by the participating Sourcewell entity. 6) On a monthly basis, Caterpillar will aggregate these reports. On a quarterly basis, Caterpillar will submit a consolidated report along with payment of the Sourcewell administration fee. Important Note: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement/PA should be executed between the member and the Cat dealer directly.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
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53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing model is simple. Participating CAT dealers will offer participating Sourcewell members, national not-to-exceed rental rates. Please refer to Attachment "2020 CAT RENTAL RATES-SOURCEWELL" which includes rates for the U.S. (pages 1-4) and Canada (pages 5-7) for nationwide daily, weekly, and monthly rental rates for a wide variety of CAT branded equipment, as well as a selection of popular equipment from other OEMs represented by CAT dealers. These Sourcewell not-to-exceed nationwide rental rates represent the maximum rate that a Participating Dealer may charge Sourcewell participating entities. Local rental rate market conditions vary greatly. Consequently, dealers may be able to offer additional discounts in their local markets.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Because rental rates vary considerably across the U.S. and Canada, the discounts applied in the attached "Cat 2020 Rental Rates-Sourcewell" rate schedule are net rates that include an average of 10% off already applied. Caterpillar strongly encourages Sourcewell members to ALWAYS contact their local participating CAT dealer and request rental rate quotes specific to the Sourcewell members equipment needs and the dealer's local market. Additionally, we are pleased to offer a discount of 15% off all products and consulting services under the Cat Safety Services Umbrella; and 5% off our Technology Enabled Safety Solutions. Please refer to the attached documents and visit www.safety.cat.com and www.safelyhome.cat.com for details on these services.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Participating CAT dealers are empowered to consider rental order volume, repeat rentals, member responsiveness, etc. They may offer participating Sourcewell members additional discounts and/or services at their discretion.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced goods / Open Market Items are available to members from our Cat dealers. The prices for these goods or services will represent fair market value and will be determined between the member and the selling dealer. We encourage Cat dealers and members to use this option as it facilitates complimentary products and streamlines the procurement process. Participating Sourcewell members and participating CAT dealers are responsible for including the Sourcewell membership number on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales or rentals and is exempted from including them in the quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and/or invoice shall be deemed sufficient.	*
57	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. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size, others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any additional costs will be itemized separately and are not subject to the Sourcewell discount.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no delivery fee to Sourcewell members who choose to pick-up equipment from their local participating CAT dealer. If delivery is requested, participating dealers may charge for haulage and permits that may be required.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their local participating Cat dealer. Dealers may charge fees for delivery to the member's location.	*

60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Equipment offered for rent can vary considerably in size and weight. If there are unique member requirements participating CAT dealers will be happy to discuss these on a case by case basis.	*
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
61	d. other than what the Proposer typically offers (please describe).	This proposal offers participating Sourcewell members the ability to receive consistent and guaranteed "not-to-exceed" rental rates valid nationwide in the U.S. and Canada, for the term of this contract. Whereas previously, members would be subject to variable local dealer pricing based upon equipment availability and market conditions at the time of the rental transaction.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance. Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process (under contract #032119-CAT) is working well. • After month end, we will gather rental transaction data attributed to participating Sourcewell members who rent equipment via the Sourcewell-CAT equipment rental contract number: (TBD) and aggregate it for our reporting. • After quarter end, Caterpillar Inc. will send the quarterly rental transaction report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Similar to Sourcewell contract #032119-CAT; Caterpillar would be pleased to offer an administration fee of 0.50% of rental revenue only earned by participating CAT dealers from the rental of equipment to participating Sourcewell members through the Sourcewell-CAT equipment rental contract number: (TBD). Other charges, including transportation, environmental fees, re-fueling, repairs and damages, cleaning charges and taxes will not be included in the administrative fee. Caterpillar will pay this fee and will not ask Sourcewell members to pay this fee. Participating CAT dealers will be required to provide Caterpillar a summary of transactions in order to provide Caterpillar and Sourcewell the necessary details to perform upon the administrative fee payment.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Caterpillar is offering the rental equipment product lines as listed in the attached "CAT 2020 Rental Rates-Sourcewell" rate schedule. This includes over 130 items of Cat branded equipment as well as popular equipment from other OEM brands represented by participating CAT dealers. Participating CAT dealers also offer hundreds of work-tool attachments including augers, blades, brooms, buckets, forks, hydraulic hammers, and many more. In addition to rental machines and work tools, we are happy to offer members access to used machines, parts, service, extended service coverage plans, CVAs, products from Cat Safety Services, sourced goods, and open market items.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The construction and related equipment offerings include, but are not limited to: compressors, articulated trucks, articulated booms, backhoe loaders, cranes, crawler & wheel loaders, track dozers & loaders, rollers, dump trucks, tracked & wheeled excavators, forklifts, generators, HVAC equipment, compaction equipment including rollers, light utility vehicles, lighting equipment, motor graders, scissor lifts, skid steer and track loaders, sweepers and brooms, telehandlers, telescopic booms, trenching equipment, water trucks, and welders.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided to further clarify your offering, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Construction Equipment (describe heavy, medium or light in Comment field)	☒ Yes ☐ No	Visit local participating CAT rental dealer for selection and current availability.
67	Construction Tools	☒ Yes ☐ No	Visit local participating CAT rental dealer for selection and current availability.
68	Electrical Tools	☒ Yes ☐ No	Visit local participating CAT rental dealer for selection and current availability.
69	Heating, Ventilation and Air Conditioning (HVAC) Equipment	☒ Yes ☐ No	Visit local participating CAT rental dealer for selection and current availability.
70	Material Handling Equipment	☒ Yes ☐ No	Visit local participating CAT rental dealer for selection and current availability.
71	Pumps	☒ Yes ☐ No	Visit local participating CAT rental dealer for selection and current availability.
72	Concrete and Masonry Equipment and Tools	☒ Yes ☐ No	Visit local participating CAT rental dealer for selection and current availability.
73	Public Works and Utility Equipment	☒ Yes ☐ No	Visit local participating CAT rental dealer for selection and current availability.
74	Trucks and Trailers	☒ Yes ☐ No	Visit local participating CAT rental dealer for selection and current availability.

75	Waste and Debris Handling Equipment	☒ Yes ☐ No	Visit local participating CAT rental dealer for selection and current availability.	*
76	Generators	☒ Yes ☐ No	Visit local participating CAT rental dealer for selection and current availability.	*
77	Tree, Lawn, and Landscape Equipment	☒ Yes ☐ No	Equipment in these categories include, skid steer loaders, compact track loaders, compact articulated wheel loaders, mini-hydraulic excavators, etc. Visit local participating CAT rental dealer for selection and current availability.	*
78	Snow and Ice Removal Equipment	☒ Yes ☐ No	This includes work-tools such as snow plows and snowblowers. Visit local participating CAT rental dealer for selection and current availability.	*
79	Facility Maintenance and Cleaning Equipment	☒ Yes ☐ No	This includes work-tools including rotary brooms, utility brooms, pickup brooms. Visit local participating CAT rental dealer for selection and current availability.	*
80	Safety Equipment	☒ Yes ☐ No	Visit local participating CAT rental dealer for selection and current availability.	*
81	Temporary Shelters and Seating	☐ Yes ☒ No	n/a	*
82	Audio Visual Equipment and Public Address Systems	☐ Yes ☒ No	n/a	*
83	Portable Sign Boards, Portable Traffic Signals, Road Barricades and Signs	☐ Yes ☒ No	n/a	*
84	Environmental conditions or Emissions Monitoring Equipment, Calibration and Testing Equipment, and Imaging Equipment	☐ Yes ☒ No	n/a	*
85	Delivery, Installation or Setup, Removal, Repair, Maintenance, Equipment Training Programs, Safety Training Programs	☒ Yes ☐ No	Visit local participating CAT rental dealer for selection and current availability.	*
86	Used Rental Equipment Sales	☒ Yes ☐ No	Visit local participating CAT rental dealer for selection and current availability.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
87	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Caterpillar, Inc. collects rental transaction data from CAT dealers, industry trade associations, as well as 3rd party data analytics providers. We will closely monitor the total volume / value of rental business transacted with Sourcewell members under this contract within each participating CAT dealer's service territory.	*

88	Identify any additional costs not included in the rental equipment cost, such as delivery fees, loading and unloading fees, equipment fuel surcharges, environmental fees or permits.	1. Freight / delivery fees- There is no delivery fee to Sourcewell members who choose to pick-up equipment from their local participating CAT dealer. If delivery is requested, participating CAT dealers may charge for haulage and permits that may be required. 2. Environmental fees: The local participating CAT dealer may charge an environmental fee not to exceed 1.5% of the rental rate. 3. Fuel Surcharges: As part of the pre-rental inspection process, equipment will generally be fully fueled unless prohibited by local ordinance. If equipment is returned with less fuel than when it was delivered, then the participating CAT dealer may charge the Sourcewell member for top-up fuel. Fuel charges are posted at the dealer shop and will be communicated when equipment is rented. 4. Cleaning and damages: The participating CAT dealer may charge for cleaning equipment that is not returned clean and for damages caused by the Sourcewell member. 5. Over hours or excess usage charges: If Participating Entity makes a greater use of the Rental Equipment, Participating Entity shall pay Participating Dealer additional rental charges for the excess use of the Rental Equipment as follows: for every hour of overtime the charge is equal to the applicable rate of the Rental Equipment Rental Price divided by the applicable maximum hours. Customer shall advise Participating Dealer when equipment is used more than a single shift.	*
89	Describe your rent-to-buy option program for new rental equipment, if applicable.	CAT dealers are independently owned and the rent-to-buy options each offers will vary due to a number of factors including local market conditions. Sourcewell members interested in rent-to-buy options are encouraged to contact their local participating CAT dealer for locally available solutions.	*
90	Describe your used rental equipment sales program, if applicable.	CAT Certified Used equipment is selected, inspected and serviced to a higher standard while still providing an economical purchase alternative. CAT dealers and CAT Finance have a massive inventory of used equipment for sale, from construction equipment and power systems to work tool attachments and allied products and more. Whether a Sourcewell member is looking for good used equipment, work-tools or an upgrade for an existing piece of equipment in their fleet; chances are, their local participating CAT dealer will have the equipment they need. CAT dealers currently have over 28,000 pieces of used equipment, generators, engines, and parts available for sale. Sourcewell members may purchase used equipment from the inventory of any CAT dealer in the U.S. and Canada at locally competitive prices. Please visit the CAT used equipment website for further details: https://catused.cat.com	*
91	Describe any training programs related to this proposal, such as OSHA training, safety training, or other related certifications.	Caterpillar and participating CAT dealers offer a comprehensive range of equipment operation and safety training. OPERATOR TRAINING: Caterpillar Equipment Training Solutions (ETS) provides customers with training and support needed to improve the skill of their operators. The success of your construction or maintenance projects depends on the ability of your operators. Good equipment operators move the maximum amount of material in the minimum amount of time. They operate machines safely, and they know how to cut down on	

unnecessary wear and tear. Learn how to elevate your operators to higher levels of proficiency and get the full potential out of your investment with Caterpillar's suite of operator training solutions.

Please visit our operator training website for further details:
https://www.cat.com/en_US/support/operations/operator-training1.html

SAFETY SERVICES CONSULTATION & TRAINING:

Safety is a core Caterpillar value and integral to everything we do – from equipment design to operator training to service delivery. Work together with Caterpillar to improve safety and productivity using proven methodologies to drive sustainable safety culture excellence.

Safety Technology:

Reduce risk in, on and around heavy equipment in challenging site conditions. Caterpillar provides solutions to keep workers away from hazardous conditions while improving awareness and visibility, especially when equipment and people are working in close proximity.

- The safety of equipment operators and site support staff begins with safe and well-maintained equipment. Caterpillar provides equipment walk-around tools, technology and processes to ensure that equipment is regularly serviced, inspected and repaired, reducing the risk of injuries, incidents and property or equipment damage.
- Grade and compaction control systems reduce the need for surveyors in the path of heavy equipment while building haul roads. These features also provide the ability to map equipment avoidance zones for unsafe slopes, high-walls, underground crushers and other hazards.
- Object detection and visibility systems enhance operator awareness of the immediate environment around manned or remotely controlled equipment, whether it is a mobile machine or fixed equipment such as an underground longwall system.
- Operator fatigue and distraction results from a combination of long working hours, repetitive duties, demanding production schedules, solitary work environments and challenging jobsite environments. It reduces worker productivity, but more importantly increases the risk of accidents, injuries and their associated financial fallout. Caterpillar provides in-cab technology to detect operator fatigue and distraction and deliver real-time alerts to the driver and dispatcher. Our fatigue risk management services include shift-worker training to manage fatigue, supervisor training for fatigue identification and intervention, shift scheduling and roster analysis, and support for fatigue analytics/human error analysis.

Behavioral Operator Education:

Improve site productivity and operator safety. Safe operation of a mobile machine starts with understanding the capabilities and limitations of the machine and the skills and competencies of the operator.

- Operator training delivered by Caterpillar Certified Operator Trainers is customized for the unique skills and competencies of your operators as well as the specific machines in your fleet. Building on the basics of walk around inspections and standard operations, our program targets specific improvements identified at your site through equipment data analysis and site observations, enabling operators to maximize the safe operation of the machine.
- Accident and abuse analysis provides critical insight into how the machine is being operated. With an understanding of your site, the design and operating characteristics of the machine and data analysis we can identify operator techniques that adversely affect safe operation. Working together with the site management we

develop a monitoring, communication and training program that modifies operator behavior.

Safety Culture Development:

Build a sustainable culture of safety excellence. A culture of safety excellence is built by continuously improving processes, management systems and the underlying culture.

- Whether you're at the beginning of your safety journey or preparing to move to the next level, a cultural assessment will help you determine where to focus your continuous improvement efforts. The Safety Perception Survey from Caterpillar Safety Services reveals employee attitudes and beliefs to help you make fact-based, data-driven decisions.

- The successful development of a safety culture starts with the leadership of an organization and extends through all levels and functional areas to the front-line operators and site support staff. Caterpillar safety training programs and workshops, apply proven business principles to improve communication, elevate safety awareness, reduce complacency, and adopt action plans that eliminate risk. Our safety culture products help you elevate safety as a core business value.

- o S.T.A.R.T.™ Safety performance is dependent upon leadership actions that demonstrate a relentless commitment to a culture of zero. Supervisor Training in Accountability and Recognition Techniques (S.T.A.R.T.™) elevates safety performance by demystifying safety management, providing managers and supervisors with the skills to impact safety perceptions and behaviors throughout your organization.

- o Speak Up!/Listen Up! Effective communication is a cornerstone in building a strong, sustainable culture of safety excellence, but talking about safety doesn't always come naturally on the job site. Speak Up!/Listen Up! gives employees simple tools and a practical process for delivering and receiving safety-related feedback effectively.

- o Recognize It! Focus on the positive and eliminate blame to further a culture of safety excellence. Recognize It! training provides the tools to help supervisors more effectively acknowledge what workers do right. The key take-away? As soon as a supervisor observes someone working safely, he or she needs to call it out in a timely, sincere and specific way.

- Our rapid improvement workshops engage front-line employees in developing systems that integrate safety activities into everyday processes. Use data from equipment, site conditions and operators to identify and mitigate risks. Establish the baseline, use root-cause analysis and leverage accountability and recognition to develop a sustainable solution.

PUT OUR CAPABILITIES TO WORK IN YOUR BUSINESS
Caterpillar Safety capabilities can be provided as individual services, but are most valuable when delivered as part of a comprehensive plan to optimize site performance. For more information about optimizing your financial resources, contact an expert at info@collaboratewithcat.com or visit CollaborateWithCat.com.

Please refer to attached "CAT Safety Services Agreement National Accounts template.pdf" for description of services offering and applicable discounts that will be extended to Sourcwell participating entities.

92	Describe maintenance responsibility (e.g., vendor or end user) related to long-term rentals.	Participating Dealer must, at its expense, perform all normal periodic maintenance on the Rental Equipment. Normal periodic maintenance is included in the Rental Price, when Rental Equipment is operated by Customer within fifty miles of Participating Dealer's service facility. Participating Dealer will determine the periodic maintenance charges for Rental Equipment operated in excess of fifty miles from a Participating Dealer service facility. Customer must, at its expense, maintain the Rental Equipment in proper condition by performing adjustments and lubrication, set forth in the Operation and Maintenance Manual ("OMM"), including, without limitation: (a) on a daily basis checking and maintaining all hydraulic, transmission, cooling and fluid systems, tire pressure, and all battery fluid and charge levels; (b) on a daily basis checking teeth, cutting edges and tire conditions; (c) repairing and replacing damaged tires as needed; and (d) using the Rental Equipment in the manner prescribed by the applicable manufacturer. Except for the adjustments, lubrication, inspections and repairs described above, Customer shall not permit anyone to service, repair or alter the Rental Equipment without Participating Dealer's prior approval. If the Rental Equipment fails to operate properly or requires repair, Customer must immediately stop using the Rental Equipment and notify Participating Dealer of the mechanical condition or damage. As it pertains to any equipment on the attached "CAT 2020 RENTAL RATES-SOURCEWELL" rate schedule, where the rental rates are designated as "CALL"; scheduled maintenance charges are not included. In such case, the Customer and the dealer will price those separately.	*
93	Describe procedures for repair or replacement of rental equipment that becomes inoperable during the rental period.	Once the Sourcewell member takes delivery of the rental equipment, the local participating CAT dealer will be there to provide ongoing support. Members can reach their local participating CAT dealer by phone whenever they have questions or need technical support. Around-the-clock repair service is available to handle unexpected mechanical issues quickly and reduce unproductive downtime. Upon notification of equipment malfunction, local participating CAT dealer service personnel will attempt to initiate remote diagnostic troubleshooting procedures via CAT Product Link telematics technology (applicable to CAT brand equipment only) to determine the nature of the failure and if it can be resolved via a remote over-the-air software update to the equipment's onboard electronic control modules. If the problem cannot be resolved via remote diagnostics, then the local participating CAT dealer will promptly dispatch a field service technician to the customer's jobsite to attempt repair, typically within 2-4 hours. If the equipment cannot be repaired on site, the participating CAT dealer will promptly deliver a replacement unit typically, same day or next day dependent upon when the determination is made that the rented equipment cannot be repaired on site.	*
94	Explain the procedures and timelines for providing equipment to a vendor or dealer location that does not have a piece of equipment in inventory.	CAT dealers have over \$13 billion in rental fleet assets in the U.S. and Canada. Furthermore, CAT dealers maintain strong cooperative working relations with their neighboring CAT dealers. In the unlikely event that the member's local participating CAT dealer does not have the requested equipment type / size currently available in their yard; the dealer has the capability to leverage their neighboring dealers' fleet. However, due to variability in availability and market conditions, this may result in a locally negotiated rental rate that may be different than the Sourcewell rental rate. In such case, the rate would be negotiated between the member and the local participating CAT dealer before awarding a rental order.	*

95	Describe the extent to which your proposal includes a customer owned equipment repair program. If applicable, describe the types of repair procedures, including transportation, on-site repair, labor and parts costs, or warranty offering.	For Sourcewell members who would like assistance from their local participating CAT dealer with maintenance and repair of the members' owned equipment fleet, they can schedule the work themselves as needed, or the participating local CAT dealer have available, a variety of CVAs (Customer Value Agreements). These are completely customizable, but they offer starting points for several levels with corresponding price points which vary by product. Members should contact their local participating CAT dealer for alternative options such as: • Customer performed preventative maintenance - the local participating Cat dealer will provide the necessary parts per the maintenance schedule; the member will do the work. • The local participating Dealer performs preventative maintenance - the dealer will handle basic preventative maintenance for any machine or group of machines to help keep scheduled downtime to a minimum. • Component maintenance and repair agreement - the participating local CAT dealer will take care of maintaining and servicing systems such as engines, transmissions, etc. to extend service resources and equipment life. • Total maintenance and repair agreement - the participating local Cat dealer covers service and maintenance for any one piece of equipment or the entire fleet. This agreement can include guaranteed availability and uptime.
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Exceptions to Terms, Conditions, or Specifications Form

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

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 OT 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."
 - [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Tuesday June 23, 2020 14:38:10
 - [Marketing Plan/Samples](#) - Marketing Plan- Samples.zip - Tuesday June 23, 2020 14:40:13
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Attachment D - Warranty Statements.pdf - Tuesday June 09, 2020 09:46:05
 - [Pricing](#) - CAT 2020 RE TAL RATES-SOURCEWELL.pdf - Tuesday June 23, 2020 12:47:26
 - [Additional Document](#) - Additional Documents.zip - Tuesday June 23, 2020 15:34:38

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

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 contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
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 exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. 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>;

- b. Included on the government-wide exclusions lists in the United States System for Award Management found at:
<https://www.sam.gov/portal/3>; or
- c. 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 the Canadian 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. - Christopher Gustafson, Global Accounts & Allied Product Manager, Caterpillar Inc.

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 contractual obligations contemplated in the bid.

☒ 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_8_Equipment_Rental_RFP_062320 Mon June 15 2020 09:00 AM	☒	1
Addendum_7_Equipment_Rental_RFP_062320 Tue June 9 2020 03:02 PM	☒	1
Addendum_6_Equipment_Rental_RFP_062320 Mon June 8 2020 03:27 PM	☒	1
Addendum_5_Equipment_Rental_RFP_062320 Wed June 3 2020 04:28 PM	☒	1
Addendum_4_Equipment_Rental_RFP_062320 Wed June 3 2020 07:49 AM	☒	1
Addendum_3_Equipment_Rental_RFP_062320 Mon June 1 2020 09:20 AM	☒	1
Addendum_2_Equipment_Rental_RFP_062320 Tue May 12 2020 04:30 PM	☒	1
Addendum_1_Equipment_Rental_RFP_062320 Tue May 5 2020 02:24 PM	☒	1