



Solicitation Number: RFP #040924

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Caterpillar Inc., 5212 N. O'Connor Blvd., Suite 1100, Irving, TX 75039 (Supplier).

Sourcewell is a State of Minnesota local government unit 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 eligible 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. Sourcewell issued a public solicitation for Rental Equipment, Products, and Related Services from which Supplier was awarded a contract.

Supplier 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.

EXPIRATION DATE AND EXTENSION. This Contract expires June 11, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

Pursuant to Section 10(b), Supplier will subcontract certain obligations under this Contract to its dealers. Only those dealers that sign a Participation Agreement with Supplier 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, Supplier will be under no obligation to provide Equipment, Products, or Services to such Participating Entity under this Contract. Supplier 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 Supplier under the terms of this Contract.

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.** SUPPLIER DOES NOT PROVIDE ANY REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE OR USE OF THE EQUIPMENT, PRODUCTS, OR SERVICES. Notwithstanding the foregoing, Participating Dealer warrants that the equipment upon delivery will be in good working condition and in compliance with the original equipment manufacturer's specifications. Participating Dealer agrees to repair or replace any equipment that is not in compliance with the above warranty at its sole expense. If the repair or replacement is due to Participating Entity abuse, misuse or neglect, the Participating Entity will be responsible for the cost of repair or replacement.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price percentage list discount stated in Supplier'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 quotes will list all costs, including all delivery expenses, such as freight and permits (when required). Alternatively, Participating Entities may choose to make their own transportation arrangements. In such case, there would be no delivery charges from the local participating Cat dealer.

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, Supplier 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. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier 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 Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier 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, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier 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

Supplier 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 Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development 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 Change Request Form will become an amendment to this Contract and will 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.

B. Supplier may 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. Supplier 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. Supplier 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.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

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

C. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier'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 Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Orders will be placed/issued and executed directly to/by Participating Dealers with payments made to the Participating Dealers 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 or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. 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 other required transaction documentation, may be negotiated between a Participating Entity and Supplier's 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 negotiated directly between the Participating Entity and the Supplier's Participating Dealer or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier 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 equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

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

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, 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, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;

- Participating Entity 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 Supplier.

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

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier 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 Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier 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.

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

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six 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.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid. Provided, however, that Supplier is permitted to subcontract certain of its rights and obligations to Supplier Participating Dealers for performance without Sourcewell's prior written consent. Notwithstanding any provision hereof to the contrary, each of Supplier and/or any participating dealer shall be liable and responsible only for such party's own compliance or non-compliance with this Contract and/or any applicable subcontract; and such Supplier shall not be jointly and severally liable for any participating dealer's compliance or non-compliance with this Contract or otherwise.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **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. INDEMNITY AND HOLD HARMLESS

Intentionally omitted.

12. GOVERNMENT DATA PRACTICES

Supplier 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, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. Intentionally deleted.

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 Supplier 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. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. 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.

16. SEVERABILITY

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

17. 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 Supplier 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 Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the 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.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier and any participating dealer 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.* Supplier and any participating dealer 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 liability-completed operations
 \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier and any participating dealer 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, Supplier and any participating dealer will maintain umbrella coverage over Employer’s Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

Failure of Supplier and participating dealer to maintain the required insurance will constitute a material breach by Supplier and any participating dealer entitling Sourcwell to immediately terminate this Contract with respect to the participating dealer for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier and any participating dealer 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 Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier and any participating dealer to provide certificates of insurance, in no way limits or relieves Supplier or any participating dealer of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier and any participating dealer agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's and any participating dealer's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier and any participating dealer, and products and completed operations of Supplier and any participating dealer. 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.** Supplier and any participating dealer waive 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 Supplier and any participating dealer or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier and any participating dealer or its subcontractors.

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.

19. 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. As a local unit of government of the State of Minnesota, Sourcewell will comply with all applicable Minnesota laws and regulations related to its operations.

B. **LICENSES.** Supplier's 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 Dealer conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier 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 Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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

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

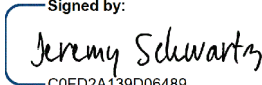
Intentionally omitted.

22. CANCELLATION

Sourcewell or Supplier 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 Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Caterpillar Inc.

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

DocuSigned by:

A4FA626476E74CF...
By: _____
Jeff White
Title: Vice President of Rental
Caterpillar Rental & Used

Date: 10/3/2024 | 9:36 AM CDT

Date: 10/3/2024 | 7:10 AM PDT

RFP 040924 - Rental Equipment, Products, and 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: Patrick Brewer
Email: Patrick.Brewer@cat.com
Phone: 503-756-9310
HST#:

Submission Details

Created On: Friday March 08, 2024 11:10:21
Submitted On: Tuesday April 09, 2024 12:50:48
Submitted By: Jay Mask
Email: Mask_Jay_D@cat.com
Transaction #: e05ede8d-26fc-4729-bd49-44c07f24b39a
Submitter's IP Address: 198.180.154.47

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Caterpillar Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	11083
5	Proposer Physical Address:	5205 N O'Connor Blvd Ste. 100, Irving, TX 75039
6	Proposer website address (or addresses):	caterpillar.com, cat.com
7	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):	Leon Hunt, Director Sales Global Rental, Service & Marketing 5205 N O'Connor Blvd Ste. 100, Irving, TX 75039 Hunt_Leon_E@perkins.com Office Tel: 309 415 1815
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jay Mask, Manager 5205 N O'Connor Blvd Ste. 100, Irving, TX 75039 Mask_Jay_D@cat.com Office Tel: 309-578-1712
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Melanie Pincus, National Accounts Sales Analyst 5205 N O'Connor Blvd Ste. 100, Irving, TX 75039 melanie.pincus@cat.com Office Tel:

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	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.	<p>"The history of Caterpillar is all about doing: creating, building, problem solving, innovating, testing, servicing and improving. We're proud of the ingenious machines that are part of our rich heritage. More importantly, we are proud of the people who founded and built the company one breakthrough at a time. Beginning with Benjamin Holt and C. L. Best, the people of Caterpillar have always been - and continue to be - extraordinary.</p> <p>In 1925, when Holt and Best merged to form their new tractor company, they used the name so familiar to people around the world: Caterpillar. The Caterpillar Tractor Company is today known as Caterpillar Inc.</p> <p>With 2023 sales and revenues of \$67.0 billion, Caterpillar Inc. is the world's leading manufacturer of construction and mining equipment, off-highway diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. For nearly 100 years, we've been helping customers build a better, more sustainable world and are committed and contributing to a reduced-carbon future. Our innovative products and services, backed by our global dealer network, provide exceptional value that helps customers succeed. Caterpillar does business on every continent, principally operating through three primary segments – Construction Industries, Resource Industries and Energy & Transportation – and providing financing and related services through our Financial Products segment.</p> <p>Our Worldwide Code of Conduct, first published in 1974, defines what we stand for and believe in, documenting the uncompromisingly high ethical standards our company has upheld since its founding in 1925. The Code helps Caterpillar employees put our values and principles into action every day by providing detailed guidance on the behaviors and actions that support our values of Integrity, Excellence, Teamwork, Commitment and Sustainability.</p> <p>Caterpillar's Code of Conduct document is attached in the Financial Strength & Stability (Table 2).zip/Table 2 Attachments/ T02-Q10 Company Information folder path and publicly available at: https://www.caterpillar.com/en/company/code-of-conduct.html"</p>
11	What are your company's expectations in the event of an award?	<p>Caterpillar is honored to have served Sourcewell and its members who have rented both Cat® and non-Cat® products from Cat dealers through Sourcewell since 2020. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019, and have recently been awarded contracts 060122-CAT and 092222-CAT.</p> <p>Caterpillar's expectations in the event of an award would be to focus on customer rental needs and continued support/growth in rental across all governmental segments. Sourcewell has built a strong reputation within the industry and has shown the importance of how this cooperative contract delivers upon customer needs. This contract could be a key factor in our rental national account strategy within our Cat dealer network. If awarded, we will send out an email to our entire sales force; as well as applicable agency personnel to include governmental, educational, and non-profit organizations. We will introduce the contract and initiate steps to train our salesforce, market, and grow the contract. We look forward to the opportunity to further grow business and serve member needs together in the new Rental Contract #0409224 RFP opportunity.</p>
12	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.	<p>"Caterpillar Inc. is a publicly traded company, and as such, its financial information is updated quarterly and available at: https://investors.caterpillar.com/overview/default.aspx</p> <p>Caterpillar's 2023 Annual Report provides details about our financial position. Our SEC filing documents can be found at: https://investors.caterpillar.com/financials/sec-filings/default.aspx. Both documents are included as attachments in our Financial Strength and Stability Documents.</p> <p>Full-year sales and revenues in 2023 were \$67.1 billion, up 13% compared with \$59.4 billion in 2022. Operating profit margin was 19.3% in 2023, compared with 13.3% in 2022. Adjusted operating profit margin was 20.5% in 2023, compared with 15.4% in 2022. Full-year profit was \$20.12 per share in 2023, compared with profit of \$12.64 per share in 2022. Adjusted profit per share in 2023 was \$21.21, compared with adjusted profit per share of \$13.84 in 2022."</p>
13	What is your US market share for the solutions that you are proposing?	<p>CAT dealers are independent businesses and as such Caterpillar cannot share their rental revenue market share. However, with Cat Rental Stores, Cat Heavy Equipment, CatPower Systems, and dealer crane rental locations; the CAT Dealer network is estimated to have one of the largest rental fleets based on original equipment cost in North America.</p>
14	What is your Canadian market share for the solutions that you are proposing?	<p>CAT dealers are independent businesses and as such Caterpillar cannot share their rental revenue market share. However, with Cat Rental Stores, Cat Heavy Equipment, CatPower Systems, and dealer crane rental locations; the CAT Dealer network is estimated to have one of the largest rental fleets based on original equipment cost in North America.</p>

15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, never.	*
16	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?	<p>"Caterpillar is a world class manufacturer which distributes products through a vast and capable independent dealer network. Our dealers are strong, independently owned companies and in North America alone our 47 dealers 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.</p> <p>Another advantage of independently owned dealers is that they know their local customers and market well. They tailor their services specifically to their customers' needs.</p> <p>Although we will sign this contract as a manufacturer, our Cat dealers will be given the opportunity to avail themselves of the opportunity presented by the contract and will execute all the transactions with governmental customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service.</p> <p>Caterpillar dealers heartily embrace the other Sourcewell contracts currently available to them (032119-CAT, 092222-CAT, 062320-CAT, 060122-CAT). They have all been trained on contract usage.</p> <p>With respect to our Sourcewell equipment rental contract, 86% of U.S. & Canada dealers have signed subcontract agreements with Caterpillar Inc. as participating dealers for equipment rental contract #062320-CAT, and we continue to engage with the dealer network to expand recognition and usage of this contract. Caterpillar offers specific discounts to Sourcewell members. By using any Sourcewell Contract, our dealers agree to honor those discounts."</p>	*
17	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.	<p>Caterpillar and its subsidiaries operate across the globe in a variety of markets that require Caterpillar to adhere to all locally mandated laws and regulations in order to do business. With regard to the territories covered by this RFP, Caterpillar will comply with applicable laws in order to do business in the territories described herein.</p> <p>As an equipment manufacturer focused on quality, Caterpillar created the Caterpillar Quality Management System, which is a process-based, ISO 9001:2015 compliant quality management system used throughout Caterpillar to continually improve the quality of our products and services to meet customer, statutory, and regulatory requirements. It is registered with IRCA (International Register of Certificated Auditors) as Caterpillar Quality Management System CAT791A.</p> <p style="text-align: right;">We conduct our business within the framework of applicable laws and regulations.</p>	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>"Please note: To list all the awards received in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2020, 2021 and 2022. Also note there are many global awards.</p> <p>Fortune Magazine #78 on the Fortune 500 2021 Fortune Magazine World's Most Admired Companies World & North America Dow Jones Sustainability Index Forbes Best Employers for diversity 2020 and 2021 #82 Best Global Brands- Interbrand 2021 The Wall Street Journal Best Managed Companies in 2020 and 2021 The Wall Street Journal World's Most Sustainably Managed Companies Human Rights Campaign Foundation Corporate Equality Index Dow Jones Sustainability Index (World and North America) 21 years World's Most Sustainably Managed Companies – The Wall Street Journal United Way World Wide's Global Corporate Leadership Program U.S. President's Volunteer Service Award from Junior Achievement Corporate Equality Index – Human Rights Campaign Foundation CSR China Top 100 – the 4th CSR China Education Award (China) China CSR Excellence Award – China Philanthropy Times (China) Corporate Social Responsibility Research Center of Southern Weekly (China) Outstanding Contribution to Poverty Alleviation – China Foundation for Poverty Alleviation (China) 2020 Global 500 – Fortune Magazine America's Most Responsible Companies 2020, 2021 & 2022 – Newsweek Best-Managed Companies of 2020 & 2021 – The Wall Street Journal Top Companies for Customer Satisfaction – The Wall Street Journal The CEO Leaderboard: COVID-19 Reputation Rankings – SJR All-America Executive Team – Institutional Investor Top 150 Global Licensors – Global License Best Global Brands Top 100 – Interbrand World's Most Valuable Brands 2020 – Forbes 2020 Best Places to Work for Disability Inclusion – Disability Equality Index World's Best Employers 2020 – Forbes Best Employers for Women 2020 – Forbes America's Best Employers by State 2020 – Forbes America's Best Employers for Diversity 2020 – Forbes Best Employers for New Grads 2020 – Forbes Global 2000 – Forbes 2020, 2021 & 2022 Best Employers for Veterans 2020 and 2021– Forbes Top Veteran-Friendly Company – U.S. Veterans Magazine #1 Great Place to Work – Great Place to Work Institute (Brazil) #1 Great Place to Work in the Ag Business - Great Place to Work Institute (Brazil) Chile's 20 Best Places in 2020 to Work for LGBTQ Equality, pwc Human Rights Campaign Top of Mind Company "Industry category" (Piracicaba, Brazil) Certification on Promoting Work-Life Balance in Hyogo Prefecture – Hyogo Work and Life Center (Japan) Hyogo's Women's Success in Business Promotion Company – Hyogo Women Empowerment & Promotion Center (Japan) Hanada Award for WIN Akashi – Hyogo Women and Future Association (Japan) Hyogo Childcare Supporting Company Award (Japan) Science & Technology Industry Summit: Outstanding Contribution – The Economic Observer (China)"</p>
20	What percentage of your sales are to the governmental sector in the past three years	<p>"The governmental and educational sector is important to Caterpillar. We have a dedicated team to support governmental customers and their specific needs. However, percentage of sales to governmental is considered confidential."</p>
21	What percentage of your sales are to the education sector in the past three years	<p>"The governmental and educational sector is important to Caterpillar. Caterpillar has a dedicated team to support governmental customers, including the education sector, and their specific needs. However, percentage of sales to education is considered confidential."</p>
22	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?	<p>"While Cat dealers would typically hold contracts with states and provinces, as part of some of our national or managed account programs, we are a party to certain state related framework contracts with Ohio and NY. Additionally, we are contract holders with OMNIA and NASPO ValuePoint. Just as we would never share Sourcewell sales information with other cooperatives, we also keep the sales volumes from other cooperatives confidential."</p>
23	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?	<p>"Listed below are the current product / service categories supplied under Caterpillar's GSA contract # GS30F0018U.</p> <p>SIN 333924 Utility Trucks and Tractors: 2020=\$6,857,211 2021=\$14,071,364 SIN 333120 Street Repair and Cleaning Equipment and Attachments: 2021=\$143,837</p> <p>SIN 335999 Power Distribution Equipment: 2020=\$151,267.70 2021=\$9,473.07. These contracts are used directly by Caterpillar for sales with local Cat dealers supporting with repair & maintenance parts and service as needed. Final sales for the year 2022 have yet to be fully reported."</p>

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Town of Hull, MA Municipal Light Plant (Cat dealer's customer)	Panos Tokadjian	781-706-6735	*
NV DOT (Cat dealer's customer)	Chris Rickerson	702-591-5594	*
Brunswick-Glynn County Joint Commission (Cat dealer's customer)	David Grantham	912-717-3513	*

Table 5: Top Five Government or Education Customers

Line Item 25. 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 *	
Town of Hull	Government	Massachusetts - MA	Provide CAT diesel electric power generators to backup the town's local electrical utility.	Over \$100K	\$1.4 million for 2021 thru 4Q2023	*
Nevada DOT-Las Vegas	Government	Nevada - NV	Provide various construction machinery categories for rental.	Ranging from \$600 to \$22,500.	\$1.03 million for 2021 thru 3/2024	*
Truckee Meadows Water	Government	Nevada - NV	Provide various categories of construction machinery and electrical generators for rent.	Ranging between \$129 and \$56,833	\$1.06 million for 2021 thru 3/2024	*
City of North Las Vegas	Government	Nevada - NV	Provide various categories of construction, utility, and power generation equipment for rent.	Ranging between \$350 and \$15,075.	\$643,848 for 2021 thru 3/2024	*
Brunswick-Glynn County Joint Commission	Government	Georgia - GA	Provide various categories of construction, utility, and power generation equipment for rent.	Ranging between \$1377 and \$55,552.	\$745,346 for 2021 thru 3/2024	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell 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 *

<p>26</p>	<p>Sales force.</p>	<p>"The Cat dealer salesforce is highly capable and amongst the most highly trained in the construction industry. Cat dealer salespeople are consultants to their customers and advise customers on the best solutions for their job application. As a manufacturer Caterpillar requests 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 manufacturer and their dealer sales team. They're offered additional in-depth training on Sourcewell and ensures that all contract terms are followed.</p> <p>Caterpillar has Operational Excellence Programs that recognize dealers' excellence in marketing and sales processes and operations, among other areas of the business.</p> <p>In North America, our dealers employ more than 53,000 people across the machine, energy, parts and service divisions. The dealer sales teams are supported by a network of Caterpillar professionals. Each independent dealer typically has service territory support of 5 to 8 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 industry changes. Beyond the dealer service 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."</p>
<p>27</p>	<p>Dealer network or other distribution methods.</p>	<p>"The Cat dealer network is key to the success of our company. Boasting over 160 dealers throughout 193 countries worldwide, the Cat dealer network is widely considered to be the best in industry. Within Canada and the United States, we have 47 dealers and more than 800 dealer owned locations that sell and rent equipment. Please refer to our attachment "US & Canada- Dealers- (T6-Q31-2024_US-Canada-Districts_COLOR 03.13.2024)" in the ""Additional Documents"" zip file. Cat dealers are independently owned. Each dealer has multiple branches and a mobile service fleet than can serve customers regardless of location. These are full physical locations our governmental customers can use.</p> <p>Because of the size of Cat dealers, they are exceptionally capable to serve governmental customers. Dealers have trained specialists that cover many industries including heavy equipment. 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.</p> <p>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.</p> <p>Please refer to the Cat dealer locations map attachment. Additionally, you can leverage https://www.cat.com/en_US/support/dealer-locator.html to locate dealers by location."</p> <ul style="list-style-type: none"> • Much of the information provided herein is drawn from and available in greater detail at the following, which can be referenced for completeness and context: https://investors.caterpillar.com/financials/sec-filings/default.aspx, https://www.cat.com/en_US.html, and https://www.caterpillar.com. • Only those dealers that sign a Participation Agreement with Caterpillar obligating them to comply with the terms of the Contract will be eligible to provide Equipment, Products, or Services. Caterpillar will provide a copy of the Contract to its dealers North American dealers and invite such dealers to enter into a Participation Agreement as a subcontractor of Supplier under the terms of the Contract. Note: Dealers are independent businesses and as such have the right to choose whether to participate in any contract in their sole discretion; and have the right to independently establish their own commercial terms including rates and other terms and conditions, none of which will be dictated by Caterpillar. Cat® branded products and services, as well as the rental and associated services referenced in this proposal, are distributed principally through a worldwide organization of independent dealers (dealer network) (and not Caterpillar directly). • For additional information and further details regarding these matters, please visit: https://investors.caterpillar.com/financials/sec-filings/default.aspx, https://www.caterpillar.com/en/company/strategy-purpose/strategy.html and https://www.cat.com/en_US/support/dealer-network.html.

<p>28</p>	<p>Service force.</p>	<p>At Caterpillar we 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 subject matter experts are supported by 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 "ThinkBIG", we are able to keep the pipeline of high quality employees full. ThinkBIG is a Caterpillar-specific instructional program that pays the student while they train to become a technician. It is a 2-year program with lab and classroom work, and a paid internship at a sponsoring Cat Dealer. As a result, the student will graduate with an accredited degree backed with over 2,000 hours of work experience.</p> <p>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.</p> <p>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.</p> <p>The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar parts/service employees. It is the responsibility of these specialists 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 adhere to and repair questions are answered quickly. We exceed our 95% 2-hour response rate target in responding to dealer service inquiries.</p> <p style="text-align: right;">Note: Each independent dealer typically has service territory support of 5 to 8 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 industry changes.</p>
<p>29</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>Orders, invoicing, and payments are transacted directly between the Sourcewell member (customer) and their local Cat dealer (subcontractor).</p> <p>The ordering process for Sourcewell members is nearly identical as it is for any customer.</p> <p>1)The member contacts (telephone, in-person visit, or on-line) their local participating Cat dealer , identifies themselves as a Sourcewell member and requests to make a rental reservation under Sourcewell contract #0632320-CAT. Requesting the Sourcewell contract is the only part of the process that differs as compared to a private-sector customer.</p> <p>2A) If the member has previously transacted with the dealer, then skip to step 3. 2B) If the member has not previously transacted business with the dealer, they work with the dealer to open an account with the dealer finance and rental departments.</p> <p>3) The dealer prepares the rental agreement document that invokes the Sourcewell contract Ts & Cs for review and signature by the member.</p> <p>4) The dealer schedules delivery of the equipment to the customer designated location.</p>

<p>30</p>	<p>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.</p>	<p>Caterpillar and Cat dealers 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.</p> <p>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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> • Cat EM Solutions • Cat Equipment Care Advisor-Monitor • Cat Equipment Care Advisor-Protect • Cat Inspect • Condition Monitoring • Customer Support Agreements • S-O-S Services
<p>31</p>	<p>Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.</p>	<p>Caterpillar dealers are proud to serve all geographic areas and all Sourcwell member sectors within the United States to offer our complete products and services. Caterpillar has successfully and proudly utilized Sourcwell to sell machines in all 50 states. (Note: currently 86% of US & Canada dealers have executed subcontract agreements for Sourcwell rental contract.) Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat dealers offer Cat factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.</p>
<p>32</p>	<p>Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.</p>	<p>Caterpillar dealers are proud to serve all geographic areas and all Canoe member sectors within Canada to offer our complete products and services. Caterpillar has successfully and proudly utilized Sourcwell to sell machines in all 50 states. (Note: currently 86% of US & Canada dealers have executed subcontract agreements for Sourcwell rental contract.) Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat dealers offer Cat factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.</p>

33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>CAT dealers maintain over 790 equipment rental locations that serve every state and province throughout the United States and Canada. Caterpillar dealers have successfully utilized Sourcewell to sell machines in 49 States and Canada. To date, dealers have rented equipment in 18 states & provinces under our current Sourcewell contract #062320-CAT.</p> <p>Cat dealers are happy to serve all geographic areas within the United States and Canada with our complete product and service offering through Sourcewell.</p> <p>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 and 040924; they must "opt-in" by signing a Dealer Participation Agreement with Caterpillar Inc. Please refer to Table 17: Exceptions to Terms, Conditions, or Specifications Form, and contract section 2 for further explanation regarding CAT dealer participation.</p>	*
34	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?	Certain sectors associated with the state of Arizona/City of Tucson/Omni Partners, for which participating dealer use of Omnia Partners contracts for equipment sale and rental may also be applicable.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Because products available in Hawaii, Alaska, or U.S. Territories may be different from those within the contiguous U.S. and Canada, we may need to adjust our product list and provide revised pricing as Sourcewell expands to serve these markets. The independent participating dealer could provide any applicable specifics in this respect.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	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.	<p>"Caterpillar's updated Cat Rental Store marketing strategy will continue to support sales growth with participating Sourcewell entities. Our primary marketing tactic is the training of our Cat Rental Store sales teams. Caterpillar and Cat dealers will provide group and individual training to our Cat Rental Store reps that focuses on the benefits of cooperative contracts. We will also market externally via multiple customer facing tactics:</p> <ul style="list-style-type: none"> • 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) and through our digital marketing tactics • Feature on our governmental focused website: www.cat.com/governmental • Display mentions at all governmental tradeshows and events • Updated literature with the new contract information."
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>"Cat Rental Store has a newly revised digital marketing strategy and tactics that will allow us to target governmental segments. Those tactics include:</p> <ul style="list-style-type: none"> • Organic search and Search Engine Optimization (SEO) to help our customers digitally find our Cat Rental store website. This website will also include information about the cooperative agreement. • Leveraging PPC to place advertisements right where the target audience is • Managing Cat Rental Store specific social media platforms (Facebook, Instagram and YouTube) to drive awareness and engagement of this cooperative agreement."
38	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?	<p>Sourcewell is a well-respected contracting agency within the public procurement industry. It is important, in the event of an award, that our products and logos be included in Sourcewell marketing and website. Caterpillar believes that the most important role that Sourcewell can play in marketing our contract and products, is to market themselves and promote contract purchasing across the industry.</p> <p>In the event of an award, Caterpillar will apply a high priority in building awareness and enthusiasm within our dealer network and customer base to leverage the Sourcewell contract as our go to market strategy. For Example, Caterpillar will host periodic online training sessions for the Caterpillar dealers and will include Sourcewell training as part of the Caterpillar Dealer Rental University classes offered each spring.</p>
39	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.	<p>Caterpillar is in the process of developing an e-procurement system. Caterpillar does, however, already offer a "Rental Portal" where customers can log-in and place orders with Caterpillar Dealers.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *

40	Describe any training programs related to this proposal such as OSHA training, safety training, specialty training like earth moving, hand tool safety, electrical safety, or other related certifications. Define if the training is offered in-person or virtually. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>"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 training and it would be negotiated between the dealer and the customer.</p> <p>Caterpillar also offers training programs directly to customers in three areas: operation, safety and service. Members may access courses online, via CD's, 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 instruct-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.</p> <p>Caterpillar also has a licensed supplier that offers Cat Simulators to teach operational techniques from real job sites. For more information visit: https://catsimulators.com"</p>
41	Describe any technological advances that your proposed products or services offer.	<p>"Cat technology gives you the power to track, monitor, automate and manage all types of assets- from a single machine, engine, to an entire fleet. Caterpillar and Cat dealers even offer technologies that protect your people. Listed below are a few technology offering (standard and optional) that are used throughout the world in our Cat equipment.</p> <p>Next Generation Excavators: Cat Vision Link - Delivering valuable data with connected machine. Cat Payload - Precisely load targets every time for faster cycle times.</p> <p>Cat Skid Steer and Compact Track Loaders: Electronic Torque Management System - Helps maximize performance, minimize fuel consumption. Sealed and Pressurized Cabs - Provides a cleaner, quieter work environment.</p> <p>Cat Backhoe Loaders: Selectable Power Management Modes - Saves fuel while maintaining machine performance. Load-Sensing Hydraulic System - Provides excellent response for improved hoe and loader productivity and greater bucket breakout force.</p> <p>Cat Tractors: Stable Blade - Produces a smoother surface finish. Autocarry - Automatic raising and lowering of blade to maximize pushing capacity and prevent excessive track slippage.</p> <p>Cat Wheel Loaders: Operator Assist - Helps the operator reduce tire slippage, automatic rimpull management and provides up to 10% better cycle time resulting in higher productivity. Autodig - consistent high bucket fill factors delivers up to 10% more productivity.</p> <p>Cat Off Highway Trucks: Adaptive Economy Mode - Automatically optimizes fuel consumption without affecting productivity, just by pressing a button. Truck Production Management System (TPMS) - Weighting system with side indicator lights showing the operator when they are on the last pass and when the truck is fully loaded.</p> <p>Cat Articulated Trucks: Advanced Automatic Traction Control (AATC) - Technology that proactively applies inter- and cross-axle differential locks 'on-the-go' when needed without assistance from operator's interaction. Cat Detect with Stability Assist - Warns the operator if machine is approaching a pre-set angle during operation, when driving and tipping.</p> <p>Machine/Operator Safety Technology: Machine Security System - Gives you control over who can operate your machines and when. Prevents theft. Seat Belt Reminder - Cost effective safety upgrade that significantly improves operator safety. Cat Detect for Personnel - Alert ground crews in close proximity to mobile equipment. Cat@ Detect for Personnel sounds an immediate, unique alert that cuts through the white noise of engines, generators, cell phones and job site chatter to protect ground workers from equipment backing incidents. Cat Command - Remote control in operations where an operator could be at safety risk.</p> <p>Whether you're looking to add technology to your current machine, or want new ways to get more value out of the technology on your equipment, we have options for you."</p>

42	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.	<p>With nearly a century of sustainable innovation, Caterpillar has a legacy of providing products and services that continually improve the quality of life and the environment by helping our customers fulfill society's need for infrastructure in a sustainable way. The world is transitioning toward a lower carbon future, and Caterpillar supports efforts to mitigate climate change. We are making significant progress to reduce greenhouse gas (GHG) emissions from our operations, and our customers rely on Caterpillar to provide a diverse portfolio of products, services and solutions that lower GHG emissions, improve efficiency and productivity, and deliver energy flexibility.</p> <p>Caterpillar has been a technology leader for nearly a century, and we continue to invest to meet the needs of our diverse global customer base. We are increasing our investments in autonomy, alternative fuels, connectivity and digital, and electrification (AACE). We will continue to invest more in AACE as we work with our customers to help them achieve their sustainability objectives. You can read about our expanded portfolio of fully electric, fuel-flexible and fuel-efficient products in our 2022 Sustainability report, uploaded in Additional Documents/Table 8 Attachments/T08-Q42 - 2022 Cat Sustainability.</p> <p>We continue to be transparent about our goals, progress and innovations and remain committed to demonstrating shareholder responsiveness. This is illustrated through the publication of our inaugural Task Force on Climate-related Financial Disclosures (TCFD) report and disclosure of our Scope 3 use of sold products emissions.</p> <p>We believe the energy transition and growing global energy demand present significant growth opportunities for Caterpillar. Our global team, together with the Cat® dealer network, is committed to enabling a reduced-carbon future as we advance the products, services and solutions that help our customers build a better, more sustainable world.</p>
43	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.	<p>"Plants certified with IDO 14001:2004 Environmental Management System include:</p> <ol style="list-style-type: none"> 1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018 2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021 3) Gen Sets - Newberry 0 ISO 14001:2004 - Nov. 2017 4) Mapleton - 14001:2004 self-certification issued Jan 2013 5) Reman Services - Corinth MS - ISO 14001-2015- Sept. 2021 6) Reman Services - Franklin - ISO 14001:2004-May 2017"
44	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.	<p>At Caterpillar, we believe in The Power of Everyone. We know that the best ideas come from diverse and inclusive teams, and this empowers us to meet the changing needs of our global customers, dealers, employees and communities. Our refreshed three-pillar framework recognizes that all elements of our diversity and inclusion strategy impact our business, and it takes shared accountability between our leaders and employees to create an inclusive environment.</p> <ol style="list-style-type: none"> a) Workforce: Strive for workforce representation that is reflective of the communities where we live and operate b) Culture: Foster an inclusive environment where people feel valued, respected and have a sense of belonging c) Outreach: Provide opportunities, make investments and enhance workforce readiness in underserved global communities <p>Caterpillar has received recognition including but not limited to:</p> <ul style="list-style-type: none"> - 2024 America's Greatest Workplaces for Women - Newsweek - 2024 America's Greatest Workplaces for Diversity - Newsweek - 2023 Best Employers for Veterans - Forbes <p>For more information regarding Caterpillar's Diversity & Inclusion reports please refer to attachment titled '2022 Diversity & Inclusion report'.</p>

<p>45</p>	<p>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?</p>	<p>"BEST OVERALL VALUE / LOWEST LIFE CYCLE COST: Cat products deliver the best value for the money. We believe that government agencies are tasked with being the best stewards of taxpayer funds, and our products can prove 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 the initial rental price.</p> <p>CAT RENTAL PORTAL: Caterpillar offers a customer rental portal that helps improve customer efficiency by allowing rental customers to reserve machines for rental, release machines from rental, monitor machine performance, monitor machine location, and view rental invoices. Please refer to "Portal Presentation - 2024.pdf" in the Additional Documents/Table 8 Attachments/T08-Q45 Values and Attributes folder path.</p> <p>CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also focus on safety for 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.</p> <p>In addition to built-in safety features, we also offer products and services that are unique in the industry. Cat Safety Services include but are not limited to, the following: Safety Perception Survey - Used to establish a baseline safety-culture assessment by measuring employee perceptions and gaps in beliefs between management and employees on the front line across 20 Safety Culture Indicators.</p> <p>Safety Leadership Assessment - Used to measure individual safety leadership capability around four domains of safety leadership.</p> <p>Worksite Assessment - Compares onsite observations of safety practices and employee interview data to the documented processes and procedures.</p> <p>Continuous Improvement Process - Involving all levels of the organization to generate engagement, involvement, and ownership in the safety improvement process.</p> <p>Training - can be conducted with e-learning courses on http://safelyhome.cat.com, instructor-led training products or as Supplier-facilitated workshops. Topics available include but are not limited to, safety culture, effective communication, supervisor safety training, recognition, etc. Fleet Management & Services through</p> <p>Caterpillar Job Site Solutions: We leverage the power of Caterpillar and our dealers by designing innovative solutions that solve customer problems and that have a positive impact on their bottom line. We approach each site differently, striving to deliver exactly what's needed — no more, no less. Every solution includes a unique mix of Caterpillar and dealer capabilities using the industry's best products, technology, services, and expertise necessary to meet the customer's definition of success. The goal is to leave customers better off tomorrow than they are today. Details on products and services are available at www.cat.com/safety. "</p>
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Table 9A: 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 *
46	Do your warranties cover all products, parts, and labor?	With respect to equipment rental, product warranties are extended by OEM manufacturers, including Caterpillar and other OEMs, to the participating dealers. The Cat dealers then are responsible for making necessary repairs to the equipment they rent to customers. *
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Caterpillar does 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. *
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	If a rental unit should require repair during the rental period, the participating Cat dealer that delivered the equipment will dispatch a service technician to the delivery location at no charge to the customer. However, if repairs are required due to physical damage resulting from either intentional abuse or accidental cause by the customer; repair charges for parts, labor, and related charges including travel time & milage will be invoiced to the customer. *
49	Are there any geographic regions of the United States or Canada (as 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?	Cat dealers have no geographic restrictions on warranty repairs. One of our key differentiating strengths is our ability to service equipment regardless of where is it located. *
50	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 Cat equipment rented from a Cat Dealer are generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties. With respect to equipment manufactured by other OEMs, but rented to customers by Cat dealers; the respective OEMs extend their warranties to the Cat dealer as the equipment owner. Just as with Cat branded products, the Cat dealer renting the non-CAT equipment will provide repair services at no cost to the rental customer (damage caused by the customer excepted)."
51	What are your proposed exchange and return programs and policies?	Cat dealers 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. *
52	Describe any service contract options for the items included in your proposal.	<p>Cat Dealers 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.</p> <p>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:</p> <ul style="list-style-type: none"> a) Powertrain b) Powertrain + Hydraulics c) Powertrain + Hydraulics + Technology d) Premier <p>A description of all these options is included in the attached Equipment Protection Plans document.</p> <p>Important note: The purchase price for these Extended Service Coverage plans is lower for governmental agencies than it is for private buyers.</p> <p>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.</p> <p>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.</p>

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services	Caterpillar Measures our Dealers on various metrics: On-time delivery for rental machines (>95%), time required to respond for service calls (<2hrs), Net Loyalty Scores (>80%) (NLS), and overall Rental Excellence.
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Caterpillar Measures our Dealers on various metrics: On-time delivery for rental machines (>95%), time required to respond for service calls (<2hrs), Net Loyalty Scores (>80%) (NLS), and overall Rental Excellence.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	"Cat dealers are independently owned businesses. As such their payment terms and accepted payment methods vary, but all will be stated on individual invoices. The most common terms are net 30."
56	Describe any leasing or financing options available for use by educational or governmental entities.	CAT dealers can leverage Rental Purchase Options (RPO) or can partner with CAT Financial to provide education and goveremntal entities with finance and lease offerings. Note: In addition to CAT Finance, dealer can also coordinate with independent lease financing companies such as NCL (a Sourcwell contract vendor that specializes in municipal leasing).
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	"Cat dealers are independently owned businesses. As such their standard transaction documents will vary."
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell 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 Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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.	<p>Our pricing model is simple. Participating CAT dealers will offer participating Sourcwell members, regional "not-to-exceed" rental rates.</p> <p>Please refer to Attachment "2024 CAT RENTAL RATES SOURCEWELL" which includes rates for the U.S. and Canada for 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.</p> <p>These Sourcwell not-to-exceed regional rental rates represent the maximum rate that a Participating Dealer may charge Sourcwell participating entities. Local rental rate market conditions vary greatly. Consequently, dealers may be able to offer additional discounts in their local markets.</p>

60	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.	<p>Because rental rates vary considerably across the U.S> and Canada, the discounts applied in the attached "Cat 2024 Rental Rates-Sourcewell" rate schedule are net rates that include a discount off of local dealer book rates.</p> <p>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.</p> <p>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.</p>	*
61	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.	*
62	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.	<p>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.</p> <p>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.</p>	*
63	Identify any element of the total cost of rental that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a rental that are not directly identified as freight or shipping charges. For example, list costs for items like loading and unloading, fuel surcharges, environmental fees or permits, 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.	*
64	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.	*
65	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.	*
66	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.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	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 in the U.S. and Canada, discounted below the standard dealer rental rates that would otherwise be offered in the absence of a Sourcewell contract. See attachment T12-Q67 2024 Rental Pricing Sourcewell.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
68	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. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>"1) To ensure rental rate accuracy, our Sourcewell regional contract rates are automatically transmitted to dealers through the National Account Portal.</p> <p>2) On a quarterly basis, we gather rental data transacted under the Sourcewell contract and aggregate it for our reporting to Sourcewell.</p> <p>3) After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee."</p>
69	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.	<p>Metrics utilized include, but are not limited to:</p> <p>1) Individual dealer performance and Year-over-Year Sourcewell contract performance.</p> <p>2) Rental transactions growth.</p> <p>3) Growth in number of dealers actively utilizing the contract.</p> <p>4) Growth in number of customers actively renting through the contract (how it's changing year over year),</p> <p>5) and tracking rental opportunity leads that are coming in.</p>
70	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.)	<p>As with existing contract #062320-CAT; Caterpillar would be pleased to offer an administration fee of 1.0% of net rental revenue 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 used equipment sales, transportation, environmental fees, re-fueling, repairs and damages, cleaning charges, and taxes will not be subject to the administrative fee. (Note: When an RPO converts to a sale, it is considered a Used Sale and not applicable to the 1% 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 calculate the administrative fee payment.</p> <p>• This proposal is provided on a confidential basis and may be subject to completion of supplier's third party-due diligence process regarding applicable compliance matters, as well as the parties agreeing to and executing an appropriate definitive agreement, and until then this proposal is non-binding in all respects relative to supplier.</p>

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

Line Item	Question	Response *
71	Describe the rent-to-buy option for new rental equipment if applicable.	Caterpillar offers a rent to purchase option (RPO). This option is beneficial if you need to rent equipment and also want the option for purchase at end of the rental period, if you would like to test the machine before the purchase, or if you do not want to decapitalize with the purchase of machine. In an RPO, a large portion of paid rent is recognized as part of the sales price of the machine. RPO is available for all new Cat machines.
72	Describe your used rental equipment sales program if applicable.	"With Used Equipment, you'll find great value and reliability. We have thousands of pre-owned equipment options designed to provide the strength, power and durability you need to complete high-quality earthwork and construction jobs. Whatever your requirements, your Cat dealer is prepared to help you find a reliable product. Sometimes buying used equipment is simply the best choice. With machines priced lower than new equipment, you can expand your options without expanding your budget. We have multiple price points to fit your budget. We also provide the option of Cat Certified Used (CCU) equipment. This equipment is selected, inspected and serviced to a higher standard while helping you stay economical. For reference, go to https://catused.cat.com "
73	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 "T12-Q67-Sourcewell 040924 Rental Rates" 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."
74	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

Sourcewell is seeking proposals for Rental Equipment, Products, and Related Services. Awards under this solicitation will be made in three (3) separate categories. No proposer should select more than one category to respond to due to the RFP being structured such that Category 1 enables a supplier to respond with a single response that includes solutions from both categories 2 and 3. Whereas, those with only solutions in Category 2 or 3, should respond to the corresponding category whose scope includes those solutions (e.g., either category 2 or 3).

Proposers submitting a proposal in Category 1 must have at least one solution from each of categories 2 and 3. For example, if a Proposer offers at least one solution from Construction and General Rental Solutions, in addition to offering at least one solution from Public Works and Utility Equipment, the Proposer should designate it is seeking an award in Category 1 only.

Proposers seeking an award in Category 2 must include at least one solution offered within the scope of Category 2 for Construction and General Rental Solutions and no solutions from Category 3 Public Works and Public Utility Equipment.

Similarly, proposers seeking an award in Category 3 for Public Works and Public Utility Equipment must include at least one solution offered within the scope of Category 3 for Public Works and Public Utility Equipment and no solutions from Category 2 Construction and General Rental Solutions.

Line Item	Category Selection *
75	Category 1: Rental Equipment, Products and Related Services

Table 15: Depth and Breadth - Construction Equipment and General Rental Solutions

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

Proposers seeking an award in Category 1 or Category 2 must include at least one solution offered within the scope Construction and General Rental Solutions.. See RFP Section II. B. 1. for details.

We will not be submitting for Table 15: Depth and Breadth - Construction Equipment and General Rental Solutions

Line Item	Category or Type	Offered *	Comments
76	Earth Moving Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Visit local participating CAT rental dealer for selection and current availability, or refer to https://www.catrentalstore.com/en_US/products.html . *
77	Aerial Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Visit local participating CAT rental dealer for selection and current availability, or refer to https://www.catrentalstore.com/en_US/products.html .
78	Compaction Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Visit local participating CAT rental dealer for selection and current availability, or refer to https://www.catrentalstore.com/en_US/products.html .
79	Industrial	<input checked="" type="radio"/> Yes <input type="radio"/> No	Visit local participating CAT rental dealer for selection and current availability, or refer to https://www.catrentalstore.com/en_US/products.html . *
80	Roadway	<input checked="" type="radio"/> Yes <input type="radio"/> No	Visit local participating CAT rental dealer for selection and current availability, or refer to https://www.catrentalstore.com/en_US/products.html .
81	Concrete Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Visit local participating CAT rental dealer for selection and current availability, or refer to https://www.catrentalstore.com/en_US/products.html .
82	Landscape Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Visit local participating CAT rental dealer for selection and current availability, or refer to https://www.catrentalstore.com/en_US/products.html .
83	Trailers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Visit local participating CAT rental dealer for selection and current availability, or refer to https://www.catrentalstore.com/en_US/products.html .
84	Lighting Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Visit local participating CAT rental dealer for selection and current availability, or refer to https://www.catrentalstore.com/en_US/products.html .
85	Barricades	<input type="radio"/> Yes <input checked="" type="radio"/> No	
86	Signs	<input checked="" type="radio"/> Yes <input type="radio"/> No	Visit local participating CAT rental dealer for selection and current availability, or refer to https://www.catrentalstore.com/en_US/products.html .
87	Batteries or Charging Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Visit local participating CAT rental dealer for selection and current availability, or refer to https://www.catrentalstore.com/en_US/products.html .
88	Generators	<input checked="" type="radio"/> Yes <input type="radio"/> No	Visit local participating CAT rental dealer for selection and current availability, or refer to https://www.catrentalstore.com/en_US/products.html .
89	Wash Stations	<input type="radio"/> Yes <input checked="" type="radio"/> No	
90	Portable Restrooms	<input type="radio"/> Yes <input checked="" type="radio"/> No	
91	Temporary Shelters	<input type="radio"/> Yes <input checked="" type="radio"/> No	
92	Used Rental Equipment Sales	<input checked="" type="radio"/> Yes <input type="radio"/> No	"Visit local participating CAT rental dealer for selection and current availability, or refer to https://www.catrentalstore.com/en_US/products.html ."

Table 16: Depth and Breadth - Public Works and Public Utility Equipment

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

Proposers seeking an award in Category 1 or Category 3 must include at least one solution offered within the scope of Public Works and Public Utility Equipment. See RFP Section II. B. 1. for details.

We will not be submitting for Table 16: Depth and Breadth - Public Works and Public Utility Equipment

Line Item	Category or Type	Offered *	Comments
93	Sewer Vac & Hydro or Air Excavators	<input type="radio"/> Yes <input checked="" type="radio"/> No	
94	Street Maintenance & Cleaning Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Visit local participating CAT rental dealer for selection and current availability, or refer to https://www.catrentalstore.com/en_US/products.html .
95	Bucket Trucks	<input type="radio"/> Yes <input checked="" type="radio"/> No	
96	Diggers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Visit local participating CAT rental dealer for selection and current availability, or refer to https://www.catrentalstore.com/en_US/products.html .
97	Roll-Off Trucks	<input type="radio"/> Yes <input checked="" type="radio"/> No	
98	Refuse Trucks	<input type="radio"/> Yes <input checked="" type="radio"/> No	
99	Waste & Debris Handling Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Visit local participating CAT rental dealer for selection and current availability, or refer to https://www.catrentalstore.com/en_US/products.html .

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 NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing (Table 12).zip - Monday April 08, 2024 16:33:29
- [Financial Strength and Stability](#) - Financial Strength & Stability (Table 2).zip - Monday April 08, 2024 16:33:48
- [Marketing Plan/Samples](#) - Marketing Plan (Table 7).zip - Monday April 08, 2024 16:33:59
- [WMBE/MBE/SBE or Related Certificates](#) - 2022 Diversity & Inclusion Report.pdf - Monday April 08, 2024 16:34:12
- [Warranty Information](#) - Warranty Information (Table 9A).zip - Monday April 08, 2024 16:34:31
- [Standard Transaction Document Samples](#) - Agreement_Example_Redacted.pdf - Monday April 08, 2024 16:49:42
- [Requested Exceptions](#) - Requested Contract Exceptions - Sourcewell Redline.docx - Monday April 08, 2024 16:37:45
- [Upload Additional Document](#) - Additional Documents.zip - Monday April 08, 2024 16:44:36

Addenda, Terms and Conditions

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:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government 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. - Leon Hunt, Director Sales, 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_4_Rental_Equipment_RFP 040924 Wed March 13 2024 04:42 PM	<input checked="" type="checkbox"/>	3
Addendum_3_Rental_Equipment_RFP 040924 Wed February 28 2024 09:59 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Rental_Equipment_RFP 040924 Wed February 21 2024 03:00 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Rental_Equipment_RFP 040924 Tue February 20 2024 04:03 PM	<input checked="" type="checkbox"/>	1