



COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

AGREEMENT SUMMARY:

1. Cooperative/Piggyback Name:	Sourcewell
2. Contractor:	Holt of CA
3. Cooperative Agency Agreement Name and Agreement Number:	Caterpillar Inc., medium duty construction equipment, #020223-CAT
4. Cooperative Agency Initial Agreement Term:	Start Date: May 24, 2023 End Date: April 17, 2027
5. Cooperative Agency's Agreement-Options to extend:	Agreement may be extended for an additional year.
6. Cooperative Agency Amended Term:	N/A
7. Cooperative Agency Remaining Options to Renew:	1 one-year renewal option remaining.
8. City of Stockton Cooperative Purchase Agreement Term:	Start Date: Upon Execution End Date: April 17, 2027
9. City of Stockton Cooperative/ Piggyback Purchase Agreement Amount:	Not to Exceed \$108,720.80 for the term of the Agreement.

AGREEMENT

The City of Stockton, a California municipal corporation on behalf of itself and its associated entities ("City"), and the above-named Contractor ("Contractor"), do hereby agree that City shall be granted the pricing, terms, and conditions under the above referenced Caterpillar Inc., medium-duty construction equipment, #020223-CAT ("COOP") as such may be amended from time to time. The COOP and associated documents referenced in the agreement are incorporated herein as Exhibit A to this City Cooperative/Piggyback Purchase Agreement ("Agreement").

Contractor shall grant such pricing, terms, and conditions to City for all procurements of goods and services, whether taking place on a City purchase order, purchasing card (credit card), or other purchasing modality, whether via telephone, via the Contractor website, or via direct purchase at a Contractor retail location.

1. **Agreement Term:** The Term of this Agreement shall remain in effect from date of the signing of this Agreement through April 17, 2027. terminated earlier by the City. If the Cooperative/Piggyback Agency extends the COOP with Contractor by a written amendment, the City has the option to extend the term of this Agreement by written amendment not to go beyond the term stated in the COOP fully executed amendment.

2. **Insurance and Hold Harmless:** In addition to the pricing, terms and conditions stated in the COOP and the associated documents incorporated herein as Exhibit A, Contractor shall, at Contractor's sole cost and expense and for the full term of the Agreement or any extension thereof, obtain and maintain at least all the insurance requirements listed in attached Exhibit B.

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement.

3. **Compensation:** City and Contractor do hereby enter into this Agreement for one roller available in the above-named COOP and associated documents incorporated herein as Exhibit A and referenced in the attached quote Exhibit C. In no way, shall payment to the Contractor during the term of this Agreement exceed \$108,720.80 for the purchase of one utility compactor. Any person signing this Agreement on behalf of City or Contractor does warrants that he or she has full authority to do so.

4. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

5. **Applicable Law.** Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

6. **Special Funding.** If Special Funding is applicable, Exhibit D – Special Funding Terms & Conditions are incorporated herein.

This Agreement may be amended only by a written amendment, consistent with the COOP, signed by Contractor and City.

CITY OF STOCKTON

Harry Black, City Manager

Date: _____

ATTEST:

Katherine Roland CMC, CPMC, Interim City Clerk

APPROVED AS TO FORM:

Lori Asuncion, City Attorney

Print name

HOLT OF CA

By: _____
Signature

Signature

Print name

Title: _____

Territory Manager

[If Contractor is a corporation, signatures must comply with Corporations Code §313]

By: _____
Signature

Signature

Title: _____

EXHIBIT A

2024 Sourcewell Caterpillar Cooperative Contract Discounts by Model

Machine Model*	New Equipment
2024	Discount to Customer (Off List Price)

Track Type Tractors

D1	23.00%
D1 Fire Dozer	23.00%
D2	23.00%
D2 Fire Dozer	23.00%
D3	23.00%

Wheeled Excavators

M314	26.00%
M315	26.00%
M316	26.00%
M317	26.00%
M318	26.00%
M320	26.00%
M322	26.00%

Material Handlers

MH3022	26.00%
MH3024	26.00%
MH3026	26.00%

Telehandlers

TH255	23.00%
TH408	24.00%
TL642	24.00%
TL943	24.00%
TL1055	24.00%
TL1255	24.00%

Skid Steer Loaders

226	21.00%
232	21.00%
236	21.00%
242	21.00%
246	21.00%
262	21.00%
272	21.00%

Compact Track Loaders

239	21.00%
249	21.00%
255	21.00%
259	21.00%
265	21.00%
279	21.00%
289	21.00%
299	21.00%
299XE Land Management	21.00%

Excavators

300.9	20.00%
301.5	20.00%
301.7	20.00%
301.8	20.00%
301.9	20.00%
302	20.00%
302.7	20.00%
303	20.00%
303.5	20.00%
304	20.00%
305	20.00%
306	20.00%
307.5	20.00%
308	20.00%
309	20.00%
310	20.00%
313	15.00%
313GC	16.00%
315	19.00%
315GC	20.00%
317	19.00%
317GC	20.00%
320	15.00%
320GC	16.00%
323	15.00%
325	15.00%
326	15.00%
330	15.00%
330GC	16.00%
335	15.00%
336	15.00%
340	16.00%
350	10.00%
352	10.00%
374	10.00%
395	10.00%

Backhoe Loaders

415	22.00%
416	22.00%
420	22.00%
428 Side Shift	22.00%
430	22.00%
432 Side Shift	22.00%
434 Side Shift	22.00%
440	22.00%
450	22.00%

Note

Base machines must be properly configured with other mandatory and optional items from the price list before they are considered operational.

All new machines are subject to a commodity surcharge of up to 20% (In some cases, increased tire costs may cause this number to be greater)

All new attachments (CAT work tools) are subject to a commodity surcharge of up to 25%

Dealer costs (example: pre delivery inspection, assembly, freight to final location, etc.) are not subject to list discount

Attachments (CAT work tools) purchased with new machine on same invoice are subject to same list discount as machine

Non-Attached CAT OEM Work Tools are attachments sold on a standalone order without a machine purchase

Parts and Service is offered by the servicing dealer at local rates

Machine Model*	New Equipment
2024	Discount to Customer (Off List Price)
Landfill Compactors	
816	12.00%
826	12.00%
836	12.00%
Wheel Loaders	
903	23.00%
906	23.00%
907	23.00%
908	23.00%
910	23.00%
914	23.00%
920	24.00%
926	24.00%
930	24.00%
938	24.00%
950GC	20.00%
950	18.00%
962	18.00%
968GC	20.00%
966	15.00%
972	11.00%
980	11.00%
982	11.00%
988	11.00%
988GC	11.00%
Track Loaders	
953	19.00%
963	22.00%
973	23.00%
Non-Attached CAT OEM Worktools	15.00%
Parts & Service	N/A
Technology Solutions	N/A
Caterpillar Safety Services	15.00%
Job Site Solutions	N/A

**SOURCEWELL
STATE OF MINNESOTA**



Member Barrows moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

11/15/2022

Resolution No. 2022-31

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Kircher and the following voted in favor: (list names here)

Zylka, Veronen, Nagel, Thiel, Thomas, Barrows, Arts, Kircher

and the following voted against: (list names here or "NONE")

None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

Sara Nagel

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Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - November 2022

CONSENT AGENDA ITEMS	Requesting Board permission to Solicit the following categories:		
	None		
CONSENT AGENDA ITEMS	Requesting Board permission to Re-Solicit the following categories:		
	Medium Duty and Compact Construction Equipment with Related Attachments		
	Laboratory and Science Equipment, Supplies, and Related Technology and Services		
	Portable Construction Equipment		
CONSENT AGENDA ITEMS	NEW CONTRACTS		
	Supplier Name	Contract Number	Solicitation Title
	911 Supply & Adventure Gear, Inc.	090122-911	"Law Enforcement Equipment"
	All Traffic Solutions, Inc.	090122-ATS	"Law Enforcement Equipment"
	Atlantic Diving Supply, Inc.	090122-ADS	"Law Enforcement Equipment"
	Getac, Inc.	090122-GET	"Law Enforcement Equipment"
	L.N. Curtis & Sons	090122-LNC	"Law Enforcement Equipment"
	Municipal Emergency Services, Inc.	090122-MES	"Law Enforcement Equipment"
	Panasonic Corporation of North America	090122-PNA	"Law Enforcement Equipment"
	W.W. Grainger, Inc.	090122-WWG	"Law Enforcement Equipment"
	Whelen Engineering Company, Inc.	090122-WHL	"Law Enforcement Equipment"
	Fastenal Company	091422-FAS	"Facility MRO, Industrial and Building Related Supplies and Equipment"
	Motion Industries, Inc.	091422-MII	"Facility MRO, Industrial and Building Related Supplies and Equipment"
	Sid Tool Co.	091422-MSI	"Facility MRO, Industrial and Building Related Supplies and Equipment"
	W.W. Grainger, Inc.	091422-WWG	"Facility MRO, Industrial and Building Related Supplies and Equipment"
	WESCO Distribution, Inc.	091422-WES	"Facility MRO, Industrial and Building Related Supplies and Equipment"
	White Cap, LP	091422-WCP	"Facility MRO, Industrial and Building Related Supplies and Equipment"
	CONTRACT EXTENSIONS		
	Supplier Name	Contract Number	Solicitation Title
	Caterpillar, Inc.	032119-CAT	"Heavy Construction Equipment with Related Accessories, Attachments and Supplies"
Axon Enterprise, Inc.	010720-AXN	"Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories"	
NEW IDIQ CONTRACTS			
Company Name	Contract Number	State - Region - Type of Work	
IDIQ Contract Extensions			
Company Name	Contract Number		
Vigil Contracting, Inc.	WA-DC-GC04-100120-VGL		
HITT Contracting, Inc.	WA-DC-GC05-100120-HCI		
Adrian L. Merton, Inc.	WA-DC-M02-100120-ALM		
Adrian L. Merton, Inc.	WA-DC-P02-100120-ALM		
Vigil Contracting, Inc.	WA-DC-P01-100120-VGL		
Paige Industrial Services, Inc.	WA-DC-E02-100120-PAI		
F.H. Paschen, S.N. Nielsen & Associates, LLC	WA-DC-GC06-100120-FHP		
Vigil Contracting, Inc.	WA-DC-M01-100120-VGL		
The Matthews Group	WA-DC-GC01-100120-TMG		
Paige Industrial Services, Inc.	WA-DC-M03-100120-PAI		
Paige Industrial Services, Inc.	WA-DC-P03-100120-PAI		
Centennial Contractors Enterprises, Inc.	WA-DC-GC02-100120-CCE		
Vigil Contracting, Inc.	WA-DC-E01-100120-VGL		

Ohio Paving and Construction Company, Inc.	OH-R2-PA02-102021-OPC	
McDaniel's Construction Corp., Inc.	OH-MBE-R3-GC01-102021-MCC	
McDaniel's Construction Corp., Inc.	OH-MBE-R3-CC01-102021-MCC	
The Lusk Group	OH-R2-C01-102021-LUS	
McDaniel's Construction Corp., Inc.	OH-MBE-R4-GC01-102021-MCC	
Air Force One	OH-R4-HVAC02-102021-AFO	
Johnson-Laux Construction, LLC	OH-R4-GC06-102021-JLC	
F.H. Paschen, S.N. Nielsen & Associates, LLC	OH-R5-GC02-102021-FHP	
Foti Contracting, LLC	OH-R3-GC01-102021-FCL	
Air Force One	OH-R2-HVAC02-102021-AFO	
The Lusk Group	OH-R1-PA01-102021-LUS	
The Lusk Group	OH-R2-RW01-102021-LUS	
The Lusk Group	OH-R2-GC07-102021-LUS	
The Lusk Group	OH-R2-PA01-102021-LUS	
The Lusk Group	OH-R3-CC01-102021-LUS	
Hudawn Facility Solutions	OH-R4-GC07-102021-HFS	
Centennial Contractors Enterprises, Inc.	OH-R2-GC02-102021-CCE	
Centennial Contractors Enterprises, Inc.	OH-R4-GC02-102021-CCE	
The Lusk Group	OH-R1-RW01-102021-LUS	
McDaniel's Construction Corp., Inc.	OH-MBE-R4-CC01-102021-MCC	
Genesis 1 Construction	OH-R2-GC06-102021-GNS	
Centennial Contractors Enterprises, Inc.	OH-R1-GC04-102021-CCE	
The Lusk Group	OH-R1-CC01-102021-LUS	
The Lusk Group	OH-R3-GC05-102021-LUS	
The Lusk Group	OH-R3-RW01-102021-LUS	
The Lusk Group	OH-R4-E02-102021-LUS	
The Lusk Group	OH-R4-PA01-102021-LUS	
Place Services, Inc.	OH-R1-E01-102021-PLA	
F.H. Paschen, S.N. Nielsen & Associates, LLC	OH-R3-GC03-102021-FHP	
The Lusk Group	OH-R3-E02-102021-LUS	
Place Services, Inc.	OH-R4-E01-102021-PLA	
Triton Services, Inc.	OH-R4-GC08-102021-TRS	
The Lusk Group	OH-R4-RW01-102021-LUS	
The Lusk Group	OH-R5-C01-102021-LUS	
The Lusk Group	OH-R5-CC01-102021-LUS	
The Lusk Group	OH-R2-CC01-102021-LUS	
The Lusk Group	OH-R4-C01-102021-LUS	
The Lusk Group	OH-R5-RW01-102021-LUS	
Air Force One	OH-R1-HVAC02-102021-AFO	
Air Force One	OH-R5-HVAC02-102021-AFO	
The K Company, Inc.	OH-R2-HVAC01-102021-TKC	
Ohio Paving and Construction Company, Inc.	OH-R2-C02-102021-OPC	
Place Services, Inc.	OH-R1-GC03-102021-PLA	
Place Services, Inc.	OH-R2-E01-102021-PLA	
Foti Contracting, LLC	OH-R5-GC01-102021-FCL	
Place Services, Inc.	OH-R2-GC04-102021-PLA	
Place Services, Inc.	OH-R3-E01-102021-PLA	
Regency Construction Services, Inc.	OH-R2-GC08-102021-REG	
Foti Contracting, LLC	OH-R2-GC01-102021-FCL	
The K Company, Inc.	OH-R4-HVAC01-102021-TKC	
McDaniel's Construction Corp., Inc.	OH-MBE-R5-GC01-102021-MCC	
Universal Contracting Corporation	OH-R4-GC05-102021-UCC	
Foti Contracting, LLC	OH-R1-GC01-102021-FCL	
Foti Contracting, LLC	OH-R4-GC01-102021-FCL	
F.H. Paschen, S.N. Nielsen & Associates, LLC	OH-R4-GC03-102021-FHP	
Air Force One	OH-R3-HVAC02-102021-AFO	
The K Company, Inc.	OH-R3-HVAC01-102021-TKC	
Place Services, Inc.	OH-R3-GC04-102021-PLA	
Place Services, Inc.	OH-R4-GC04-102021-PLA	
Place Services, Inc.	OH-R5-GC03-102021-PLA	
Place Services, Inc.	OH-R5-E01-102021-PLA	
The K Company, Inc.	OH-R1-HVAC01-102021-TKC	
Centennial Contractors Enterprises, Inc.	OH-R3-GC02-102021-CCE	
The Lusk Group	OH-R4-CC01-102021-LUS	
The Lusk Group	OH-R5-GC05-102021-LUS	
The Lusk Group	OH-R5-PA01-102021-LUS	

Johnson-Laux Construction, LLC	OH-R3-GC06-102021-JLC	
McDaniel's Construction Corp., Inc.	OH-MBE-R5-CC01-102021-MCC	
Johnson-Laux Construction, LLC	OH-R1-GC05-102021-JLC	
The K Company, Inc.	OH-R5-HVAC01-102021-TKC	
The Lusk Group	OH-R1-C01-102021-LUS	
The Lusk Group	OH-R3-PA01-102021-LUS	
The Lusk Group	OH-R3-C01-102021-LUS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	OH-R1-GC02-102021-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	OH-R2-GC03-102021-FHP	
Johnson-Laux Construction, LLC	OH-R2-GC05-102021-JLC	
The Lusk Group	OH-R5-E02-102021-LUS	
Johnson-Laux Construction, LLC	OH-R5-GC04-102021-JLC	
G & B Electric Co.	OH-R2-E02-102021-GBE	
The Lusk Group	OH-R1-GC06-102021-LUS	
The Lusk Group	OH-R1-E02-102021-LUS	

**SOURCEWELL
STATE OF MINNESOTA**



Member Thiel moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

4/20/2023

Resolution No. 2023_10

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Kircher and the following voted in favor: (list names here)

Zylka, Nagel, Thiel, Barrows, Arts, Kircher, Kicker

and the following voted against: (list names here or "NONE")

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Linda Arts
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Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - April 2023

CONSENT AGENDA ITEMS	Requesting Board permission to Solicit the following categories:		
	Alternative Student/Client Transportation Solutions		
CONSENT AGENDA ITEMS	Requesting Board permission to Re-Solicit the following categories:		
	Fabric Structures with Related Materials and Services		
	Refuse Collection Vehicles with Related Equipment, Accessories, and Services		
	Indefinite Delivery Indefinite Quantity Construction - Kansas		
CONSENT AGENDA ITEMS	NEW CONTRACTS		
	Supplier Name	Contract Number	Solicitation Title
	Advexure, LLC	011223-ADX	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
	Deep Trekker, Inc.	011223-DTK	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
	FLYMOTION, LLC	011223-FLM	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
	RMUS, LLC	011223-RMS	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
	Seafloor Systems, Inc.	011223-SEA	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
	Unmanned Vehicle Technologies	011223-UNM	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
	Volatus Aerospace USA Corp.	011223-VTS	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
	CNH Industrial America, LLC	011723-CNH	"Heavy Construction Equipment with Related Attachments and Technology"
	Caterpillar, Inc.	011723-CAT	"Heavy Construction Equipment with Related Attachments and Technology"
	Gradall Industries, Inc.	011723-GRD	"Heavy Construction Equipment with Related Attachments and Technology"
	Hitachi Construction Machinery	011723-HTI	"Heavy Construction Equipment with Related Attachments and Technology"
	Hyundai Construction Equipment	011723-HCE	"Heavy Construction Equipment with Related Attachments and Technology"
	John Deere Construction	011723-JDC	"Heavy Construction Equipment with Related Attachments and Technology"
	Kobelco Construction Machinery	011723-KBL	"Heavy Construction Equipment with Related Attachments and Technology"
	Komatsu America Corp.	011723-KOM	"Heavy Construction Equipment with Related Attachments and Technology"
	Liebherr-America, Inc.	011723-LEB	"Heavy Construction Equipment with Related Attachments and Technology"
	Link-Belt Cranes	011723-LIN	"Heavy Construction Equipment with Related Attachments and Technology"
	LiuGong Construction Machinery	011723-LIU	"Heavy Construction Equipment with Related Attachments and Technology"
	SANY America, Inc.	011723-SNY	"Heavy Construction Equipment with Related Attachments and Technology"
	Volvo Construction Equipment	011723-VCE	"Heavy Construction Equipment with Related Attachments and Technology"
	Across International, LLC	020723-ASI	"Laboratory and Science Equipment, Supplies and Related Technology and Services"
	Carolina Biological Supply Company	020723-CBS	"Laboratory and Science Equipment, Supplies and Related Technology and Services"
	Eppendorf North America	020723-EPP	"Laboratory and Science Equipment, Supplies and Related Technology and Services"
	Neta Scientific, Inc.	020723-NTA	"Laboratory and Science Equipment, Supplies and Related Technology and Services"
	Possible Missions, Inc.	020723-PSB	"Laboratory and Science Equipment, Supplies and Related Technology and Services"

Thomas Scientific Holdings, LLC	020723-TMS	"Laboratory and Science Equipment, Supplies and Related Technology and Services"
Avant Tecno USA	020223-AVT	"Medium Duty Construction Equipment"
Caterpillar, Inc.	020223-CAT	"Medium Duty Construction Equipment"
Clark Equipment Company	020223-CEC	"Medium Duty Construction Equipment"
Gradall Industries, Inc.	020223-GRD	"Medium Duty Construction Equipment"
Hyundai Construction Equipment	020223-HCE	"Medium Duty Construction Equipment"
JCB, Inc.	020223-JCB	"Medium Duty Construction Equipment"
LiuGong Construction Machinery	020223-LIU	"Medium Duty Construction Equipment"
Manitou North America, Inc.	020223-MAI	"Medium Duty Construction Equipment"
Tobroco Machinery, LLC	020223-TBO	"Medium Duty Construction Equipment"
XCMG Canada	020223-XCM	"Medium Duty Construction Equipment"
CONTRACT EXTENSIONS		
Supplier Name	Contract Number	Solicitation Title
AT&T Mobility	080119-ATT	"Wireless Voice and Data Services with Related Solutions, Equipment and Accessories"
T-Mobile USA	080119-SPT	"Wireless Voice and Data Services with Related Solutions, Equipment and Accessories"
Sunrise Banks	060519-SUN	"Employee Loans and Related Financial Services"
NEW IDIQ CONTRACTS		
Company Name	Contract Number	State - Region - Type of Work
None		
IDIQ Contract Extensions		
Company Name	Contract Number	
RJM Construction, LLC	MN-R7-GC-040622-RJM	
The Jamar Company	MN-R4-R-040622-JMR	
Solid Rock Construction	MN-R3-GC-040622-SRC	
The Jamar Company	MN-R2-PLUM-040622-JMR	
The Jamar Company	MN-R2-R-040622-JMR	
McDowall Company	MN-R5-R-040622-MDC	
Kraus-Anderson Construction Company	MN-R2-GC-040622-KRU	
RJM Construction, LLC	MN-R3-GC-040622-RJM	
The Jamar Company	MN-R2-GC-040622-JMR	
Anderson Brothers	MN-R3-PAV-040622-ABC	
VSI Construction, Inc.	MN-R1-GC-040622-VSI	
VSI Construction, Inc.	MN-R4-GC-040622-VSI	
Bituminous Roadways, Inc.	MN-R6-PAV-040622-BIR	
Design Electric, Inc.	MN-R5-E-040622-DEI	
Kraus-Anderson Construction Company	MN-R5-GC-040622-KRU	
Loeffler Construction & Consulting	MN-R6-GC-040622-LCL	
McDowall Company	MN-R1-R-040622-MDC	
McDowall Company	MN-R2-R-040622-MDC	
Peterson Sheet Metal, Inc.	MN-R2-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R3-PLUM-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R6-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R6-PLUM-040622-PSM	
RAK Construction, Inc.	MN-R3-GC-040622-RAK	
RAK Construction, Inc.	MN-R4-GC-040622-RAK	
RJM Construction, LLC	MN-R4-GC-040622-RJM	
The Jamar Company	MN-R1-R-040622-JMR	
The Jamar Company	MN-R3-HVAC-040622-JMR	
The Jamar Company	MN-R6-R-040622-JMR	
Baratto Brothers Construction, Inc.	MN-R1-GC-040622-BBC	
Baratto Brothers Construction, Inc.	MN-R2-GC-040622-BBC	
Bruce Kreofsky and Sons Incorporated	MN-R7-GC-040622-BKS	
Design Electric, Inc.	MN-R4-E-040622-DEI	
Iyawe and Associates	MN-R6-GC-040622-IAA	
Kraus-Anderson Construction Company	MN-R3-GC-040622-KRU	
Kraus-Anderson Construction Company	MN-R6-GC-040622-KRU	
Design Electric, Inc.	MN-R6-E-040622-DEI	
VSI Construction, Inc.	MN-R2-GC-040622-VSI	
Kraus-Anderson Construction Company	MN-R7-GC-040622-KRU	
L.S. Black Constructors, Inc.	MN-R6-GC-040622-LSB	
Baratto Brothers Construction, Inc.	MN-R3-GC-040622-BBC	
Baratto Brothers Construction, Inc.	MN-R5-GC-040622-BBC	

Baratto Brothers Construction, Inc.	MN-R6-GC-040622-BBC	
Kraus-Anderson Construction Company	MN-R4-GC-040622-KRU	
RAK Construction, Inc.	MN-R2-GC-040622-RAK	
Nor-Son, Inc.	MN-R3-GC-040622-NSI	
Nor-Son, Inc.	MN-R7-GC-040622-NSI	
Peterson Sheet Metal, Inc.	MN-R1-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R4-HVAC-040622-PSM	
RJM Construction, LLC	MN-R1-GC-040622-RJM	
The Jamar Company	MN-R3-PLUM-040622-JMR	
Solid Rock Construction	MN-R5-GC-040622-SRC	
The Jamar Company	MN-R3-R-040622-JMR	
VSI Construction, Inc.	MN-R5-GC-040622-VSI	
Kraus-Anderson Construction Company	MN-R1-GC-040622-KRU	
Solid Rock Construction	MN-R6-GC-040622-SRC	
Design Electric, Inc.	MN-R1-E-040622-DEI	
Design Electric, Inc.	MN-R3-E-040622-DEI	
McDowall Company	MN-R3-R-040622-MDC	
McDowall Company	MN-R4-R-040622-MDC	
McDowall Company	MN-R6-R-040622-MDC	
Nor-Son, Inc.	MN-R4-GC-040622-NSI	
Northland Constructors of Duluth, Inc.	MN-R2-PAV-040622-NCD	
Peterson Sheet Metal, Inc.	MN-R1-PLUM-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R2-PLUM-040622-PSM	
Nor-Son, Inc.	MN-R5-GC-040622-NSI	
Nor-Son, Inc.	MN-R6-GC-040622-NSI	
McDowall Company	MN-R7-R-040622-MDC	
Peterson Sheet Metal, Inc.	MN-R4-PLUM-040622-PSM	
RAK Construction, Inc.	MN-R1-GC-040622-RAK	
The Jamar Company	MN-R3-GC-040622-JMR	
The Jamar Company	MN-R5-R-040622-JMR	
The Jamar Company	MN-R7-R-040622-JMR	
RJM Construction, LLC	MN-R2-GC-040622-RJM	
RJM Construction, LLC	MN-R5-GC-040622-RJM	
RAK Construction, Inc.	MN-R5-GC-040622-RAK	
VSI Construction, Inc.	MN-R3-GC-040622-VSI	
VSI Construction, Inc.	MN-R6-GC-040622-VSI	
VSI Construction, Inc.	MN-R7-GC-040622-VSI	
RAK Construction, Inc.	MN-R6-GC-040622-RAK	
RAK Construction, Inc.	MN-R7-GC-040622-RAK	
RJM Construction, LLC	MN-R6-GC-040622-RJM	
The Jamar Company	MN-R2-HVAC-040622-JMR	
Nor-Son, Inc.	MN-R1-GC-040622-NSI	
Nor-Son, Inc.	MN-R2-GC-040622-NSI	
Mid-Minnesota Hot Mix	MN-R5-PAV-040622-MHM	
Peterson Sheet Metal, Inc.	MN-R3-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R5-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R5-PLUM-040622-PSM	
Hy-Tec Construction	MN-R3-GC-040622-HTC	

**Solicitation Number: RFP #020223****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 **Medium Duty and Compact Construction Equipment with Related Attachments** 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.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 17, 2027, 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.
- C. **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.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

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 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. Typically, a Participating Entity will issue an order directly to Participating Dealers with payments made to the Participating Dealers. 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 Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

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

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, 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 Sourcwell 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;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell 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 Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. 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 Sourcwell 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 Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell'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 Sourcwell 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, Sourcwell 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

Sourcwell'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 Sourcwell 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.

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 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 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 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 will maintain umbrella coverage over Employer’s Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell 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 to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier'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 products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds. A Participating Dealer may name a Participating Entity as an additional insured on a case-by-case basis.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors.

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.

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.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

5/5/2023 | 11:57 AM CDT
Date: _____

DocuSigned by:
Patrick Kearns
By: 68A87926721B4E0...
Patrick Kearns
Title: Vice President Sales & Marketing,
Construction Industries

5/24/2023 | 9:14 AM PDT
Date: _____

Approved:

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

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Date: _____

RFP 020223 - Medium Duty and Compact Construction Equipment with Related Attachments

Vendor Details

Company Name: Caterpillar Inc
Address: 100 NE Adams St
Peoria, IL 61629
Contact: Sean Egel
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Phone: 309-675-1399
HST#:

Submission Details

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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:	5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039
6	Proposer website address (or addresses):	https://www.caterpillar.com/ , https://www.cat.com/en_US.html
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):	Primary Contact: Patrick Kearns Title: Vice President Sales & Marketing Address: 100 NE Adams St, Peoria, IL 61629 Email: Kearns_Patrick@Cat.Com Phone: (309) 675-5181
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Primary Contact: Sean Egel Title: Governmental Sales Consultant Address: 100 NE Adams St, Peoria, IL 61629 Email: Egel_Sean_J@Cat.Com Phone: (309) 675-1399
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Primary Contact: Marta Sevilla Title: Governmental Marketing Manager Address: 100 NE Adams St, Peoria, IL 61629 Email: Sevilla_Marta_E@Cat.com Phone: (309) 578-1150

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 Caterpillar, which had become familiar with people around the world. The name was registered in 1910 by Holt and placed on his tractors to reflect the undulating movement the machine made as it crawled across the field like a caterpillar.</p> <p>With 2022 sales and revenues of \$59.4 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 that can be found 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 purchased Cat® construction equipment, attachments (work tools), and electrical power generation products through Sourcewell since 2008. 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 needs and continued growth across all governmental segments. Sourcewell has built a strong reputation within the industry that has shown the importance of how this cooperative contract delivers upon customer needs. This contract will be a top factor in our go to market strategy within our strong Cat dealer network. If awarded, we will send out an email to our entire sales force, applicable to governmental, introducing the contract along with ways to train our salesforce, market, and grow the contract.</p> <p>We look forward to the opportunity to further grow business and serve member needs together in this new Medium Construction Equipment 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 2021 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>As 2022 results have just been released, below you can find a high level sales statement for 2022 followed by our more detailed 2021.</p> <p>In 2022 full year sales and revenues were \$59.4B with a profit per share of USD \$12.64.</p> <p>In 2021 full year sales and revenues were \$51B of which, North American sales were \$22B. Operating profit was \$6.9B with a profit per share of USD \$11.83. Dividends paid per share of USD \$4.28.</p>	*
13	What is your US market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
14	What is your Canadian market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*

15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
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. Cat 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 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. In fact, the current Heavy Equipment contract is leveraged by 95% of our dealers in North America. 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 regards 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>	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

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 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	The governmental and educational sector is extremely 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.	*
21	What percentage of your sales are to the education sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers, including the education sector, and their specific needs. However, percentage of sales to education is considered confidential.	*
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?	While Cat dealers would typically hold contracts with states and provinces, as an exception Caterpillar holds the state contract 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.	*
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 GSA contracts that Caterpillar holds: SIN 333924 Utility Trucks and Tractors: 2020=\$6,857,211 2021=\$14,071,364 SIN 333120 Street Repair and Cleaning Equipment and Attachments: 2020=\$0 / 2021=\$143,837 SIN 335999 Power Distribution Equipment: 2020=\$151,267.70 / 2021=\$9,473.07 These contracts are used by Caterpillar, but we do not allow our dealers to use GSA contracts.</p> <p>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 *	
Baltimore County, MD	Jamie Donahue	410-952-6981	*
Washington DC Fleet	Greg Harrelson	202-437-3799	*
Town of Scituate Mass.	Kevin Cafferty	781-545-8732	*

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 *	
Virginia Department of Transportation-Central	Government	Virginia - VA	State Department of Transportation for Virginia. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 41 units.	\$12,321,972	*
State of Idaho	Government	Idaho - ID	State of Idaho. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 39 units.	\$10,304,218	*
Alaska Department of Transportation	Government	Alaska - AK	State Department of Transportation for Alaska. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 37 units.	\$12,176,875	*
Arkansas State	Government	Arkansas - AR	State of Arkansas. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 28 units.	\$10,053,000	*
Suwannee County	Government	Florida - FL	A county local to Florida. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 26 units.	\$6,567,420	*

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 *

26	Sales force.	<p>The Cat dealer salesforce is highly capable and trained in the construction industry. The Cat dealer salespeople are consultants to their customers and advise their customers on the best solutions for their application and job. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as manufacturer and their dealer sales team. They're offered additional in depth training on Sourcwell 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, Cat 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 dealer has in territory support of 5 to 8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the-scenes" to ensure industry leading product design, up to date product information, and maintaining the ease of doing business in an increasingly connected marketplace.</p>
27	Dealer network or other distribution methods.	<p>The Cat dealer network is key to the success of our company. Boasting 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 directory listing of Cat dealer locations and our easy to view locations map in the attached "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.</p> <p>Collectively, Cat dealers' large net worth permits them to stock a high volume of replacement parts - allowing governmental customers the fastest turnaround on parts availability and repair time. Cat dealers recognize the importance of governmental business to their overall success and they each have one or more governmental specialists whose job it is to serve governmental agencies well.</p> <p>Please refer to the Cat dealer locations map included in "Additional Documents". Additionally, you can leverage https://www.cat.com/en_US/support/dealer-locator.html to locate dealers by location.</p>

28	Service force.	<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>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members:</p> <ol style="list-style-type: none"> 1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer. 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment and delivers the machine. 3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claims with Caterpillar. 4) At month's end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administrative fee. <p>IMPORTANT NOTE: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement / PA should be executed between the member and Cat dealer directly.</p>

30	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>We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. In the event a customer ever has 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, within the standard warranty period, the local Cat dealer will work with Caterpillar to apply the appropriate warranty, and keep the customer informed. Every Cat dealer has a common detailed service process in place. Caterpillar supports and verifies that all the dealer service technicians are supplied with the tools and equipment needed to repair all Cat 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 Cat product. Each dealer also has one or more "Technical Communicators" who are dedicated to supporting the service technicians by acting as a liaison between the 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>Caterpillar is got everything customers need to keep their Cat machines in top shape. Whether they want Genuine Cat parts, manuals and resources to do maintenance and repairs themselves, or prefer to have one of our expert dealer technicians do the work. We make it easy to keep their Cat equipment running.</p> <p>Some of our service solutions include:</p> <ul style="list-style-type: none"> -Cat Fleet Management (Condition Monitoring) - Lowers the total cost of ownership of machine. By connecting your fleet, you will be able to: track the location of your assets, monitor & manage the fuel consumption, identify the operators who would need extra training, and plan & schedule your maintenance. All of which will maximize your uptime. -Customer Value Agreements (CVA) - Customizable plans for your equipment new or used - to do more work with lower, more predictable costs. It's a convenient plan to get the most from your equipment throughout its life. Examples of CVAs may include but are not limited to: Maintenance CVAs, Component CVAs, and Machine CVAs. -S•O•S Services - A fluid analysis program that provides results that you can trust including trend analysis that provides benefit to your machine and fleet. -Cat Inspect - A digital way to perform checklists, pre-work inspections, annual inspections and PM checklists. All of which can be captured in the easy to use app.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>We are proud to serve all geographic areas and all Sourcewell member sectors within the United States to offer our complete products and services. Caterpillar has successfully and proudly utilized Sourcewell to sell machines in all 50 states.</p> <p>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.</p> <p>In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. 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. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process.</p> <p>Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.</p>

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>We are proud to serve all geographic areas and all Sourcewell member sectors within the United States to offer our complete products and services. Caterpillar has successfully and proudly utilized Sourcewell to sell machines in all 50 states.</p> <p>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.</p> <p>In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. 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. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process.</p> <p>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.	We are proud to serve all geographic areas of the United States and Canada.	*
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?	<p>We are proud to serve all Sourcewell Member sectors within the United States and Canada with our complete product and service offering through Sourcewell.</p> <p>Caterpillar's cooperative purchasing contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting our Sourcewell contracts.</p>	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions or limitations for sales to members in Hawaii, Alaska or U.S. Territories.	*

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>Our current marketing strategy with Sourcewell contract 032119-CAT proves to be effective with year over year sales growth. Our primary strategy to promote this contract with participating entities is through our Cat dealers' sales force. We provide group and individual training to our dealer sales reps, focusing on benefits from selling through cooperative contracts vs bids. We proudly announce the award publicly through our multiple customer facing touchpoints which may include:</p> <ol style="list-style-type: none"> 1) Press Release 2) Government Solutions Magazine (Caterpillar produced magazine distributed to governmental customers in the US and Canada) 3) Government Training & Safety Days (Government customer training events at Caterpillar facilities) 4) Announcement in our governmental customer e-newsletter 5) Feature on our governmental focused website: www.cat.com/governmental 6) Announcement on our social media channels (FB, Instagram, LinkedIn) 7) Display mentions at all governmental tradeshow we attend. (NACE Annual Conference, APWA Snow Show, Waste EXPO, GFX, NIGP Annual Forum & Products Expo, and APWA PWX & Annual Rodeo) 8) Update literature with the new contact information. (An updated version can be found within our attached marketing plan attachment.)
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Caterpillar and the Cat dealer network are leaders in using technologies to reach our customers.</p> <ul style="list-style-type: none"> - Focus on organic search and Search Engine Optimization (SEO) to help our customers digitally find our products and the information they need. - Leverage Caterpillar's social media platforms (YouTube, Facebook, LinkedIn, Instagram, etc) and ability to target governmental segments. - Leverage predictive data analytics (past purchase history and financing information) to recognize in advance when customers may be considering replacing machines they currently own. - Leverage Deltek's GovWIN data in the US and Canada for governmental lead generation. <p>Caterpillar has a Customer Interaction Center available 24/7 who handles digital leads received from cat.com, social media, etc. Our team qualifies those leads and passes them on to our Cat Dealer network using the Salesforce platform (Customer Relationship Management system). We have processes that allows us to confirm our Cat dealers have reached out to those customers.</p>
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. We believe 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 put 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.</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>We do offer a e-procurement ordering process for parts via parts.cat.com. We can also integrate into a variety of procurement systems for high volume customers.</p> <p>Our wide machine portfolio and multiple configurations per machine model allows us to provide the best machine for the customer need. Our Cat dealers are trained to configure our equipment and advise the customer on the best machine and configuration for their application. Therefore, a consultative salesperson is integral in this process, and we do not use an e-procurement machine ordering process.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<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.</p> <p>For more information visit: https://catsimulators.com/</p>
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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. We even offer technologies that protect your people. Listed below are a few technology offerings (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.</p> <p>Cat Payload - Precisely load targets every time for faster cycle times.</p> <p>Cat E-Fencing - Automatically stops excavator motion using boundaries you set in the monitor for the entire working envelope - above, below, sides and front.</p> <p>Cat Birds Eye 360 View Camera - Rearview and right-side-view cameras always keep operators aware of their surroundings.</p> <p>Cat Skid Steer and Compact Track Loaders: Electronic Torque Management System - Helps maximize performance, minimize fuel consumption.</p> <p>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.</p> <p>Load-Sensing Hydraulic System - Provides excellent response for improved hoe and loader productivity and greater bucket breakout force.</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.</p> <p>Autodig - consistent high bucket fill factors delivers up to 10% more productivity.</p> <p>Cat Track Type Tractors: Display with Camera - Optional 10" touchscreen, color display including rearview camera and slope indicate/assist screens. Larger reversing camera gives the operator better visibility to the job site.</p> <p>Cat Material Handlers: Smartboom - significantly enhances operator comfort and job efficiency by reducing stress and vibrations transmitted to the machine. Loading is more productive and more fuel efficient.</p> <p>Machine/Operator Safety Technology: Machine Security System - Gives you control over who can operate your machines and when. Prevents theft.</p> <p>Seat Belt Reminder - Cost effective safety upgrade that significantly improves operator safety.</p> <p>Cat Detect for Personnel - Alert ground crews in close proximity to mobile equipment.</p> <p>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.</p> <p>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>
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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>Caterpillar shares the concerns of governments and the public about the risks of climate change and supports global efforts to mitigate its impact. We are committed to contributing to a reduced-carbon future.</p> <p>We demonstrate this in many ways including through our significant progress in reducing greenhouse gas (GHG) emissions from our operations and our continued investment in new products, technologies and services.</p> <p>Caterpillar is engineering a brighter future through:</p> <ul style="list-style-type: none"> - Product innovations - Advanced technologies leveraging know-how and R&D - Usage of renewable fuels and fluids - Solutions to improve jobsite efficiency - Maintenance solutions - Manufacturing operations' carbon efficiency <p>Caterpillar's long-standing commitment to sustainability inspires us to set and achieve meaningful environmental, social and governance (ESG) goals and develop innovative products, technologies and services to support our customers on their sustainability journey.</p> <p>Caterpillar is fully committed to our customers' success by not only the design and manufacture of durable, reliable, innovative and rebuildable construction equipment, but also through our extensive and unmatched dealer network that provides you the best service and support to keep your equipment running, regardless of the environment or challenges.</p> <p>We consider this as we work toward a vision of a world in which people's basic needs - such as shelter, clean water, education, and reliable energy - are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring success of our customers, stockholders, dealers, and our people.</p> <p>Caterpillar is a proud 22-year member of the Dow Jones Sustainability Indices, including both the World and North America Indices. The annuals DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors.</p> <p>For more on sustainability please visit our full report attached in the Financial and Stability attachment section.</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 ISO 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	<p>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>	<p>Caterpillar has long drawn on the diversity of its people as a source of innovation and competitive advantage. We are proud that our people come from across the globe, with diverse backgrounds, experiences and perspectives. Despite our differences – in geography, culture, language and business – we are one Caterpillar, one company united by these common principles with a shared commitment to the highest standards of conduct.</p> <p>For example: Foley Equipment, a Cat dealer, with territory primarily in Kansas and Missouri, is woman owned. In addition to Foley equipment, there are 31 other women in our North American dealer network who hold the titles of President, Vice President or Director.</p> <p>One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories.</p> <p>Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Aware Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers.</p> <p>Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Divers Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not.</p> <p>For more detail, please see our attached 2021 Global Diversity & Inclusion Report in the Additional Documents folder.</p>
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45	<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. While we rarely have the lowest initial purchase price, we are happy to demonstrate to customers that our machines offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price.</p> <p>CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each machine has industry-leading features that strive to minimize the possibility for accidents.</p> <p>In addition to built-in safety features, we also offer products and services that are unique in the industry.</p> <p>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.</p> <p>Fleet Management & Services through 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 industry 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.</p> <p>Details on products and services are available at www.cat.com/safety. More information can be found in the additional document section. Pricing can be found in the pricing document section.</p>
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Table 9: Warranty

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

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Caterpillar has extensive warranty coverage. Please see our warranty statements attached in the warranty information documents.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see applicable warranty statements in the attached documents.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Caterpillar does not cover travel time and mileage. Dealer service territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.	*
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?	One of our key differentiating strengths is our ability to service equipment regardless of where it is located. Please see applicable warranty statements in the attached documents.	*
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 machines ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.	*
51	What are your proposed exchange and return programs and policies?	Please see applicable warranty statements in the attached documents.	*
52	Describe any service contract options for the items included in your proposal.	<p>We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available and we encourage members and dealers to explore all options.</p> <p>1) Equipment Protection Plans (EPP): 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> <ol style="list-style-type: none"> 1) Powertrain 2) Powertrain + Hydraulics 3) Powertrain + Hydraulics + Technology 4) Premier <p>A description of all these options is included in the attached Equipment Protection Plans document. EPP can be purchased at the same time as the machine purchase, or anytime before the standard warranty expires.</p> <p>2) Customer Value Agreements (CVA's): 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. CVA's are a useful tool to manage expenses. CVAs can be purchased at the same time as the machine purchase, or anytime after. Cat Financial also offers CVAs, which can be performed by Cat dealers in the United States, and are particularly helpful for customers who move their machine fleet to multiple locations which may have different servicing Cat dealers.</p>	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	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.
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>We offer both leasing and financing options to governmental members of Sourcewell at rates lower than available to the general public.</p> <p>Caterpillar has its own financing arm, Cat Financial. Cat Financial was founded in 1981 and serves Cat customers and dealers. With over 1,900 employees, Cat Financial is active in more than 40 countries covering more than 148,000 customers worldwide.</p> <p>Cat Financial offers you a complete solution for your acquisition needs:</p> <ul style="list-style-type: none"> - Equipment & Attachments - Parts - Service - Rebuilds <p>Financial products are aligned and customized with the project and work site requirements such as operating lease, loan or finance lease.</p> <p>Find more information from Cat Financial here: https://www.catfinancial.com/en_US.html/</p>
55	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.
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
57	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.	We offer a deep list discount off the current Caterpillar machine and work tool list prices to all Sourcwell members. We have provided base machine list pricing in the document pricing section. Base machines must be properly configured with other mandatory and optional items from the price list before they are considered operational. For the execution of the agreement we will ask our Cat dealer and Sourcwell member to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the stated list discount to that configured list price amount. Dealer and members should remember to factor in any expected price increases if a machine will be built to order. The pricing document, in the applicable pricing document attachment section, shows the list discount offered for each new machine. Additionally, we are pleased to offer a list discount of 15% off all products and consulting services under Cat Safety Services.
58	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.	Pricing in this proposal is a percentage discount from list on current machine and work tools list prices. Our discount range varies between 10 - 26% off of the list price depending on the product family or model.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealers are empowered to consider purchase order volume, repeat purchases, etc. They may offer members additional discounts and /or services at their discretion.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced goods / Open Market Items are available to members from Cat dealers. The prices for these good or services will represent fair marketing value and will be determined between the member and the selling dealer. We encourage our dealers and members to use these options as it facilitates complimentary products and streamlines the procurement process. Customers and dealers are responsible for including their Sourcwell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in quarterly reports. For audits, inclusion of a customer's Sourcwell member number on the PO and /or invoice shall be deemed sufficient.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any dealer costs (like pre-delivery inspection, installation, set up, training, etc.) will be itemized separately and are not subject to the Caterpillar list discount for Sourcwell members.
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional cost to members who choose to pick up their machines from the Cat dealer. Dealers may charge fees for delivery to the Sourcwell member's location.
63	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 Cat dealer. Dealers may charge fees for delivery to the Sourcwell members' location.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Machines are large purchases and if there are unique Sourcwell member requirements our dealers will be happy to discuss on a case by case basis.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Caterpillar wants to provide the governmental customer the best list discount possible to allow them to be good stewards of tax-payers funds. We want our governmental customers to have the ability to choose which cooperative contract better fits their needs.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	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.	We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance. Caterpillar and Cat dealers have very close and trusting relationships. Cat dealers are long-established, and the current process (under contract #032119-CAT) is working well. 1) To ensure pricing accuracy, we maintain our current Sourcewell customer discount sheet on our dealer facing pricing pages. Dealers integrate these numbers automatically in their quoting software. 2) To ensure new machines and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcewell contract and this is part of the reason for their high engagement and our high reporting accuracy. 3) At month end, we gather the new machine and work tool sales data attributed to Sourcewell and aggregate it for our reporting. 4) 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.
67	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.	We regularly track the % of sales that are sold using a cooperative contract. We will continue this practice if we are awarded a contract for RFP 020223.
68	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.)	Per amendment #1 to Contract #032119-CAT, we will be pleased to offer an administrative fee of 0.33% of Caterpillar's list price for each piece of new equipment and serialized work tools purchased by Sourcewell's Participating Entities. Caterpillar will pay this fee and will not ask dealers or members to pay the fee.

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>The Cat equipment product line, consisting of more than 300 machines, sets the standard for our industry. We plan to help you meet your needs with our equipment, with our distribution and product support system, and the continual introduction and updating of products.</p> <p>Caterpillar is pleased to offer a wide variety of products for Sourcewell members. These products include some from the previously submitted RFP 011723, while excluding paving products, equipment, and services awarded on 060122-CAT. The equipment, products, and services for offered for RFP 020223 include:</p> <ul style="list-style-type: none"> - Cat Backhoe Loaders (9 models offered) - Cat Compact Track Loader (7 models offered) - Cat Skid Steer Loader (7 models offered) - Cat Track Hydraulic Excavator (34 models offered) - Cat Wheel Hydraulic Excavator (7 models offered) - Cat Forestry (4 models offered) - Cat Telehandlers (8 models offered) - Cat Track Type Tractors (3 models offered) - Cat Track Loaders (3 models offered) - Cat Wheel Loaders (19 models offered) - Cat Material Handlers (3 models offered) - Cat Landfill Compactors (3 models offered) <p>- Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section.</p> <p>Services and support include:</p> <ul style="list-style-type: none"> - Cat Attachments (Worktools) - Cat Technology - Cat Safety Services - Cat Job Site Solutions <p>- Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section.</p> <p>- Services and support brochures can be found in the additional documents section by name of offering.</p> <p>For more detailed information on each of these products/offering see the following website: https://www.cat.com/en_US.html</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A

Table 148: Depth and Breadth of Offered Equipment Products and Services**ATTACHMENT B**

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.

Line Item	Category or Type	Offered *	Comments
71	Wheeled, tracked, and backhoe loaders;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
72	Skidsteers;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
73	Mini excavators;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
74	Telehandlers;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
75	Soil compaction and site preparation equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.

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.zip - Tuesday January 31, 2023 14:05:38
- [Financial Strength and Stability](#) - Fin Strength and Stability.zip - Tuesday January 31, 2023 09:20:54
- [Marketing Plan/Samples](#) - Marketing Plan.zip - Tuesday January 31, 2023 09:23:04
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty Combined.pdf - Tuesday January 31, 2023 09:21:38
- Standard Transaction Document Samples (optional)
- [Upload Additional Document](#) - Additional Documents.zip - Wednesday February 01, 2023 17:05:29

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. - Sean Egel, Sales Consultant, 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_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Tue January 24 2023 02:56 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Tue January 3 2023 11:29 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Tue December 27 2022 03:08 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Mon December 12 2022 04:08 PM	<input checked="" type="checkbox"/>	1

SOURCEWELL TRADEMARK LICENSE ADDENDUM

This Addendum is by and between **SOURCEWELL**, 202 – 12th Street NE, PO Box 219, Staples, Minnesota 56479 (“Sourcewell”) and **Caterpillar Inc.**, having its principal place of business at 5212 N. O’Connor Blvd., Suite 1100, Irving, TX 75039, and offices at 100 NE Adams Street, Peoria, Illinois, 61629 (“Caterpillar” or “Vendor”). Sourcewell and Caterpillar may be referred to in this Agreement as a “Party” and collectively as the “Parties.”

The Parties maintain a contractual relationship for Vendor to provide equipment, products, or services to Sourcewell’s cooperative purchasing contracts as follows:

Sourcewell Contract 020223 – CAT (Solicitation Number: 020223)

Sourcewell and Vendor each own all right, title, and interest in their respective names, trademarks, service marks, related logos, and all other rights in the names, designs, likenesses and visual representations thereof (“Licensed Trademarks”), and desire to grant each other a royalty-free license to use certain Licensed Trademarks owned by the other Party under the terms and conditions set forth herein.

ARTICLE I: GRANT OF LICENSE

A. GRANT OF LICENSE. During the term of the Contract:

1. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use Sourcewell’s Licensed Trademarks provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell’s relationship with Vendor.
2. Vendor grants to Sourcewell a royalty-free, worldwide (except for those jurisdictions that are prohibited by applicable Anti-Corruption and International Trade Laws), non-exclusive right and license to use Vendor’s Licensed Trademarks provided to Sourcewell by Vendor in advertising and promotional materials for the purpose of marketing Vendor’s relationship with Sourcewell.

“Anti-Corruption and International Trade Laws” means all statutes, regulations, rules, executive orders, supervisory requirements, directives, ordinances, circulars, opinions, interpretive letters, and official releases of or by any government, or any authority, department or agency thereof or self-regulatory organization related to bribery, fraud, corruption, or international trade.

3. The Parties agree that each is the owner of all rights, including without limitation common law rights and goodwill, in relation to their respective Licensed Trademarks, and that any goodwill derived from the use of Licensed Trademarks by the other Party shall inure to the owner of the respective Licensed Trademarks.

B. LIMITED RIGHT OF SUBLICENSE. The rights and licenses granted herein includes a limited right of each Party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Contract. Any sublicense granted will be subject to the terms and conditions of this Addendum. Each Party will be responsible for any breach of this Article by any of their respective sublicensees.

C. USE; QUALITY CONTROL.

1. Neither Party may alter the other Party's Licensed Trademarks from the form provided by the other Party and must comply with the other Party's removal requests as to specific uses of its Licensed Trademarks.
2. Each Party agrees to use, and to cause its Permitted Sublicensees to use, the other Party's Licensed Trademarks only in good faith and in a dignified manner consistent with such Party's use of the Licensed Trademarks. Upon written notice to the breaching Party, the breaching Party or their Permitted Sublicensees have thirty (30) days of the date of the written notice to cure the breach or the license will be terminated.
3. Beyond what is permitted in this Addendum, neither Party will:
 - a. attempt to register, or register any trademark, service mark, symbol, logo, get-up or device which is confusingly similar to any of the other Party's Licensed Trademarks in any jurisdiction;
 - b. represent that it has any rights of any nature in the Licensed Trademarks other than those enjoyed under the terms of this Agreement;
 - c. use the other Party's trademarks, service marks or copyrights, translations thereof or marks similar thereto, as part of its corporate name, trade name or a d/b/a name, favicons, social media names/handles, email addresses, email extensions, or domain names without prior written approval from the other Party; or
 - d. use the other Party's trade names, trademarks, or service marks on any collateral business materials (e.g., business cards, letterhead, invoices, pens, notepads, fax cover sheets, etc.), unless otherwise approved in writing by the other Party.

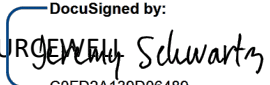
ARTICLE II: TERM, TERMINATION, AND MISCELLANEOUS.

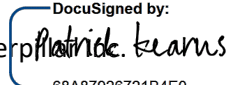
- A. **EFFECTIVE DATE.** This Addendum is effective upon the date of the final signature below.
- B. **TERMINATION.** Unless earlier terminated in accordance with this Article, this Addendum expires immediately upon the expiration or termination of the Contract.
 1. *Termination for Convenience.* This Addendum may be terminated by either Party at any time upon ninety (90) days' prior written notice to the other Party.
 2. *Termination for Breach.* This Addendum may be terminated by either Party upon a breach of the terms of this Addendum by the other Party, upon written notice of breach to the breaching Party, and only if such breach is not cured within thirty (30) days of the date of the written notice.
 3. *Effect of Termination.* Upon the termination of this Addendum for any reason, each Party will have thirty (30) days to, and require its Permitted Sublicensees to, remove all Licensed Trademarks from signage, websites, and the like bearing the other Party's name or logo

(excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

- 4. Miscellaneous. The terms and conditions of this Addendum shall have no effect on the terms and conditions of any other trademark licenses signed by the Parties.

All other terms of the Contract remain in full force and effect, unless otherwise terminated.

DocuSigned by:

 SOURCEWELL
 By: C0FD2A139D06489...
 Name: Jeremy Schwartz
 Title: Director of Operations and Procurement/CFO
 Date: 5/24/2023 | 2:46 PM CDT

DocuSigned by:

 Caterpillar
 By: 68A87926721B4E0...
 Name: Patrick Kearns
 Title: Vice President Sales & Marketing - North America
 Date: 5/24/2023 | 12:47 PM PDT



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #020223
Entitled

Medium Duty and Compact Construction Equipment with Related Attachments

The following advertisement was placed December 6, 2022 in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://portal.sourcewell-mn.gov>, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, December 7, 2022 in Oregon's *Daily Journal of Commerce*, and on December 6 and December 13, 2022 in *The Oklahoman*:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Medium Duty and Compact Construction Equipment with Related Attachments to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

2765268 Canada, Inc.	JCB, Inc.
Acela, Inc.	Kubota Tractor Corporation
Asphalt Care Equipment, Inc.	LBX Company, LLC
AUSTIN LOGISTICS, LLC.	LiuGong Construction Machinery North America, LLC
Avant Tecno USA	Manitou North America, Inc.
Best Equipment, Inc.	MAZIO ATTACHMENTS, LLC
Buyers Products Company, Inc.	Mecalac North America, LLC
Caterpillar, Inc.	Multiquip, Inc.
Certified Stainless Service, Inc.	Nexpro Trucks & Equipment Corp.
Chery Equipment Group	NWT & Nunavut Construction Association
Clark Equipment Company	Pettibone/Traverse Lift, LLC
Commonwealth Equipment Corp.	Pure Air Wellness, LLC

Sourcewell

Construction Industry Center	Regina Construction Association
D HILL Construction, LLC	Rental Men
DD DANNAR, LLC	Sakai America, Inc.
Doosan Industrial Vehicle America Corp	Skyjack, Inc.
Doosan Infracore North America	Takeuchi Mfg. US, Ltd.
EASTERN EQUIPMENT SERVICES, LLC	Tobroco Machinery, LLC
Eastern Farm Machinery, Ltd.	Triple E Equipment, Inc.
First Green Industries, Inc.	U.S. MARKETS, INC.
Gradall Industries, Inc.	XCMG NORTH AMERICA CORPORATION
Hyundai Construction Equipment Americas, Inc.	

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on February 2, 2023, at 4:31:46 pm CT. Proposals were received from the following:

Acela, Inc.
 Avant Tecno USA
 Buyers Products Company, Inc.
 Caterpillar, Inc.
 Clark Equipment Company dba Bobcat Company
 DD DANNAR, LLC
 Doosan Infracore North America
 First Green Industries, Inc.
 Gradall Industries, Inc.
 Hyundai Construction Equipment Americas, Inc.
 JCB, Inc.
 LiuGong Construction Machinery North America, LLC
 Manitou North America, Inc.
 MAZIO ATTACHMENTS, LLC
 Mecalac North America, LLC
 Nexpro Trucks & Equipment Corp.
 Takeuchi Mfg. US, Ltd.
 Tobroco Machinery, LLC
 Triple E Equipment, Inc.
 XCMG Canada Ltd.

Proposals were reviewed by the Proposal Evaluation Committee:

Kim Austin, MBA, CPPB, Procurement Lead Analyst
 Nick Scholer, Procurement Analyst
 Craig West, Procurement Analyst
 Bill Davison, NIGP-CPP, CPPO, Procurement Analyst

Sourcewell

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that the products and services offered in the proposal response from Buyers Products Company, Inc. and Mazio Attachments LLC, fell outside of the Requested Equipment, Products, or Services of the RFP. All other proposals were found to meet the scope and mandatory submittal requirements and were evaluated.

Avant Tecno USA, offers a broad selection of equipment including wheeled tracked and backhoe loaders, mini excavators, telehandlers, soil compaction and site preparation equipment. To complement their equipment, they offer over 200 attachments. They have a dealer network across the United States and Canada ready to serve Sourcewell participating entities. Dealers provide equipment maintenance and operation training. Avant Tecno USA, offers a generous discount from list pricing.

Caterpillar Inc. manufactures a complete line of medium and compact construction equipment, attachments and services. Their sales and service forces, and large dealer network, are available to Sourcewell participating entities in the United States and Canada. Caterpillar is offering financing/leasing options, along with competitive discount ranges on machine and work tool list pricing.

Clark Equipment Company dba Bobcat Company offers a wide selection of skid steers, compact and mini track excavators, compact and mini loaders, compact tractors, utility work machines, utility vehicles and versa-handlers for sale, lease, and rental. Their Bobcat Machine IQ telematics solution delivers information to the Bobcat Owner Portal for the customer to access information on their machine by computer, phone, or tablet. They can sell and service Sourcewell participating entities across North America through their over 1,400 independent dealer locations. Bobcat also offers a competitive discount from catalog prices.

Gradall Industries, Inc. manufactures a telescopic boom excavator in a variety of models and configurations for site preparation. They have regional sales and service managers that cover the United States and Canada. Their broad dealer network can provide training and service to Sourcewell participating entities. Financing options are available through Gradall dealers along with competitive discounts off MSRP.

Hyundai Construction Equipment North America, Inc. provides compact excavators, crawler excavators, wheeled excavators, wheel loaders, skid steer loaders, and compact track loaders. Their Hi MATE telematics service improves equipment uptime, and their Hi DETECT service improves safety by detecting the machines surrounding environment and issues warnings to the operator. They have 69 United States and 16 Canadian dealers with 192 locations that are ready to provide sales and service to Sourcewell participating entities. Hyundai Construction Equipment North America, Inc. is offering a solid discount off their list price.

JCB, Inc is a manufacturer of wheel loaders, backhoe loaders, wheeled and tracked skid loaders, excavators, telehandlers, site dumpers and attachments. JCB Inc has an extensive sales and service force throughout the United States and Canada, including 350 dealer locations, ready to serve Sourcewell participating entities. They are offering tax-exempt municipal leasing programs and competitive discount ranges off list price.

LiuGong Construction Machinery North America, LLC offers a range of models for wheel loaders, mini excavators, soil compaction rollers, and an electric loader. Their 92 dealers, with 159 locations, can provide service and training to Sourcewell participating entities throughout the United States and Canada. They offer excellent discounts for base model equipment, to include parts and attachments.

Sourcewell

Manitou North America, Inc. provides compact wheeled loaders, compact track loaders, articulated wheeled loaders, telescopic handlers, and numerous attachments. Their over 400 dealers in North America are ready to provide sales and service to all Sourcewell participating entities. Manitou also offers Connected Machines, their telematics system that allows owners, operators, and dealers to view machine usage, location, and error codes remotely on a computer, smart phone, or tablet. Manitou is providing a robust discount off their list price.

Tobroco Machinery LLC offers compact wheel loaders, ride-on and compact skid steers, and compact telehandlers. They will also provide multiple electric versions of their wheel loaders. Their sales staff and independent dealer network is available to Sourcewell participating entities in the United States and Canada. Tobroco is offering strong discounts off MSRP.

XCMG Canada Ltd. manufactures a substantial offering wheeled tracked and backhoe loaders, mini excavators, telehandlers, soil compaction and site preparation equipment. Where applicable XCMG will provide alternative power options on certain wheel loader models. They will support participating entities across the United States and Canada through an extensive dealer network. XCMG offers competitive pricing and discounts.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #020223 to:

Avant Tecno USA	#020223-AVT
Caterpillar Inc.	#020223-CAT
Clark Equipment Company dba Bobcat Company	#020223-CEC
Gradall Industries, Inc.	#020223-GRD
Hyundai Construction Equipment North America, Inc.	#020223-HCE
JCB, Inc	#020223-JCB
LiuGong Construction Machinery North America, LLC	#020223-LIU
Manitou North America, Inc.	#020223-MAI
Tobroco Machinery LLC	#020223-TBO
XCMG Canada Ltd.	#020223-XCM

The preceding recommendations were approved on April 5, 2023.

DocuSigned by:

Kim Austin

6830543C58384D1...

Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:

Nick Scholer

4513A60DCA01467...

Nick Scholer, Procurement Analyst

Sourcewell

DocuSigned by:
Craig West
7F41572C858B4BA...

Craig West, Procurement Analyst

DocuSigned by:
Bill Davison
679614F597034BA...

Bill Davison, NIGP-CPP, CPPO, Procurement Analyst

Sourcewell

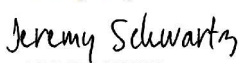
STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #020223 for Medium Duty and Compact Construction Equipment with Related Attachments**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:

C0FD2A139D06489...

Jeremy Schwartz, CSSBB, CPPO, NIGP-CPP
Chief Procurement Officer



The New York State Contract Reporter

*NYS' official source of contracting opportunities
Bringing business and government together*

ATTACHMENT B
This document printed
Tuesday, 12/06/2022

Contracting Opportunity

Title: Medium Duty and Compact Construction Equipment with Related Attachments
Agency: Sourcewell
Division: Procurement Department
Contract Number: 020223
Contract Term: 4 years, with potential 1 year extension
Date of Issue: 12/06/2022
Due Date/Time: 02/02/2023 4:30 PM
Central Time
County(ies): All NYS counties
Classification: Vehicles & Equipment - *Commodities*
Opportunity Type: General
Entered By: Chris Robinson
Description: Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Medium Duty and Compact Construction Equipment with Related Attachments to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

Business entities awarded an identical or substantially similar procurement contract within the past five years:

Clark Equipment Company dba Bobcat Company
Gradall Industries, Inc.
Hyundai Construction Equipment Americas, Inc.
JCB, Inc.
Kubota Tractor Corporation

Wacker Neuson

Contact Information

Primary contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
rfp@sourcewell-mn.gov

Submit to contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
rfp@sourcewell-mn.gov

Bid Results

Bid Results have not been entered

Awards

Awards have not been entered



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AFFIDAVIT OF PUBLICATION



DJCOREGON

11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Michelle Ropp**, being first duly sworn, depose and say that I am a **Principal Clerk** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED
MEDIUM DUTY AND COMPACT CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS
Sourcewell; Bid Location Staples, MN, Todd County; Due 02/02/2023 at 04:30 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

12/7/2022

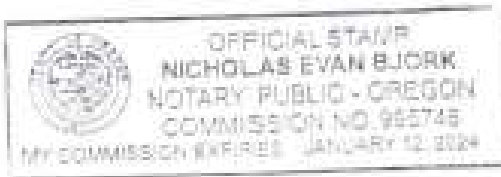
State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 7th DAY OF **December, 2022**

SEE EXHIBIT A

Michelle Ropp

Notary Public-State of Oregon



Carol Jackson
Sourcewell
202 12th St NE
Staples, MN 56479-2438

Order No.: 12178468
Client Reference No:

**SOURCEWELL
MEDIUM DUTY AND COMPACT
CONSTRUCTION EQUIPMENT WITH
RELATED ATTACHMENTS
Proposals due 4:30 pm,
February 2, 2023
REQUEST FOR PROPOSALS**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Medium Duty and Compact Construction Equipment with Related Attachments to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.
Published Dec. 7, 2022. 12178468

LOCALiQ

The Oklahoman

PO Box 631643 Cincinnati, OH 45263-1643

PROOF OF PUBLICATION

Sourcewell
Sourcewell
PO BOX 219
STAPLES MN 56479


STATE OF OKLAHOMA, COUNTY OF OKLAHOMA


The Oklahoman, a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

12/06/2022, 12/13/2022

and that the fees charged are legal.
Sworn to and subscribed before on 12/13/2022

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Medium Duty and Compact Construction Equipment with Related Attachments to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.
December 6, 13, 2022
8142504



Legal Clerk


Notary, State of WI, County of Brown
8.25.20

My commission expires
Publication Cost: \$43.70
Order No: 8142504 # of Copies: 1
Customer No: 727698
PO #:

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Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
34474	354426	Print Legal Ad-IPL01005480 - IPL0100548		\$132.13	1	18 L

Attention: Carol Jackson

SOURCEWELL
PO BOX 219
STAPLES, MN 56479

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Medium Duty and Compact Construction Equipment with Related Attachments** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://portal.sourcewell-mn.gov/>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.
IPL0100548
Dec 6 2022

State of South Carolina

County of Richland

I, Tara Pennington, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 insertion(s) published on:
12/06/22

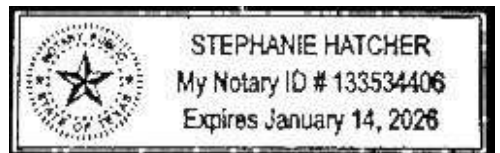
Tara Pennington

Tara Pennington

Sworn to and subscribed before me this 6th day of December in the year of 2022

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

Deion tells the truth in 1st meeting



Dan Wolken
Columnist
USA TODAY

Deion Sanders stood in front of his Colorado football team for the first time on Sunday and delivered a 7-minute sermon in a way that only he can, a speech that referenced Louis Vuitton luggage, his prominence on ESPN and a theme he repeated over and over again: "I'm comin'."

Because it's Coach Prime, and because it was videotaped and tweeted out for all the world to see, it has drawn a spectrum of praise and criticism for how directly he told a room full of young men that many of them would not be there next year.

"I'm coming to restore, to replace and re-energize," Sanders said in his speech. "Some of y'all are salvageable. I'm not going to lie, everybody that sit their butt in a seat ain't gonna have a seat when we get back. But I'm coming. I started and we gonna dominate and we're going to work."

The messenger might have been atypical, but the message isn't much different from what most new coaches deliver when they take over 1-11 teams, much less at a program that has posted 15 losing records in the past 17 seasons.

Prime wasn't hired for a slow and steady rebuild; he wants to win now. Welcome to college football in 2022.

For all the unique aspects Sanders brings to the job, his riff on players entering the transfer portal if they weren't good enough to make the cut was perhaps the most he's ever sounded like every other college football coach.

Whatever coaching or chemistry issues caused Colorado to win just one game this season, Sanders knows why

he was hired: To bring in a lot of talent to a program that didn't have much of it. There's nothing wrong with the players knowing it, too.

Is it one of the more unsavory aspects of college sports? Perhaps.

Does it comport with the idealized academic mission college presidents and administrators like to brag about when they tout the virtues of amateur athletics? Absolutely not.

But is it the reality of trying to turn around a perennial loser? You bet.

"We've got a few positions already taken care of because I'm bringing my luggage with me and it's Louis (Vuitton)," Sanders told the players. "I'm coming. It ain't gonna be no more of the mess that these wonderful fans, the student body and some of your parents have put up with for probably two decades now. I'm coming. And when I get here, it's going to change. So I want you all to get ready. Go ahead and jump in that portal and do whatever you're going to do, because the more of you jump in, the more room you make."

Not only was it a message to the players currently at Colorado, it was an invitation to the hundreds of players all over the country who entered the transfer portal Monday.

The Buffaloes are now open for business, and aside from a few positions where he's already got big-time players coming with him from Jackson State, like his son Shedeur Sanders and cornerback Travis Hunter (i.e., the Louis Vuitton luggage), dozens of roster spots are up for grabs. If there's not room, Colorado will make room—if you're a difference-maker.

It may be jarring for people to hear a coach so blatantly tell a group of college athletes that they should probably start looking at their options, but that's how college sports has worked for a long, long time. For decades, new coaches



Deion Sanders was introduced as the new Colorado football coach on Sunday. RON CHENOY/USA TODAY SPORTS

have come into losing situations and tried to determine who can play and who can't, who are the malcontents and who are good teammates, who can help you win and who should never have been there in the first place.

That's what coaches mean when they talk about "changing the culture." The difference now is that can happen almost overnight.

Buffaloes better brace themselves

Used to be that turning over a roster of players took years of recruiting and slowly building up a talent base that would start to bear fruit by the time they were juniors and seniors. Bringing in transfers could help, but coaches couldn't rely on them too heavily because they had to sit out for a year under the old NCAA rules. And because of certain standards like the Academic Progress Rate, you could risk future scholarship losses or even postseason bans if you pushed too many players out the door.

But since the COVID-19 pandemic, pretty much everything has changed in college sports. Players can jump from one school to another without much friction. The potential for players to earn

money through name, image and likeness deals means the non-traditional schools at least have a chance to compete for talent with the blue bloods. And because the transfer portal works both ways, coaches won't be criticized nearly as much for encouraging players to find another home.

Whether you like this new world or not, that's the game these days. And Coach Prime is more than equipped to play it.

Though it would be far too ambitious to predict that Colorado will go from laughingstock to contender in just one year, odds are that Sanders will be able to do enough work on the roster to at least make the Buffaloes competitive right away. And yes, part of that will be telling some players who simply aren't Pac-12 level athletes that they'd be better off at a lower level.

"I love everything about this institution — the academic prevalence, no crime, beautiful city, beautiful state," Sanders told the team. "We've never had nothing (like this facility) to work out in. Our (Jackson State) kids would go absolute crazy to be in the situation you are in. But you don't respect it. I'm coming. You don't want it. I'm coming. Some of y'all don't even think you deserve it. I'm coming. And usually when God sends me to a place, he sends me to a conduit of change."

Indeed, he's coming. And Colorado is in for a big, big change. The way he'll do it may be uncomfortable for some to hear, but Sanders will rarely be more honest and direct than he was in that meeting.

A whole lot of players who wore Colorado uniforms last season will be elsewhere next fall; their scholarships filled by people who are bigger and faster and more talented. But that doesn't make Sanders a bad guy. It just makes him a college football coach in 2022.

First Colorado team meeting a tense reality show

Brent Schrotenboer

USA TODAY

BOULDER, Colo. — New Colorado head football coach Deion Sanders met his new players for the first time Sunday and told them exactly what he would do to them.

It wasn't nice. He said that some of them would be replaced. He told them they should get ready to find new teams and take the transfer portal out of town.

He also said he would try to make them quit.

And he did it all on camera, with a video of it posted on YouTube later via his son Deion Jr.

"Those of you that we don't run off, we're going to try to make you quit," Sanders told his new team. "That's what our season is going to look like. I want ones that don't want to quit, that want to be here, who want to work, who want to win. ... I don't want to get in the game and then find out I've got Jane, when all offseason I had Tarzan."

Colorado, a former national powerhouse, has had only two winning seasons since 2005 and finished 1-11 in 2022. But here is Sanders, the newly hired celebrity coach, vowing to overhaul the program to change that — all while turning it into a reality TV show of sorts to be shared online.

At one point in the team meeting Sunday, Sanders laid down team rules — no earrings, hats or hoodies in meetings. At another point, he told the Buffaloes that there "ain't gonna be no more of the mess that these wonderful (Colorado) fans, the student body and some of your parents have put up with for probably two decades now."

"I'm coming," Sanders told them. "And when I get here, it's gonna be change. So I want you all to get ready to go ahead and jump in that (transfer) portal and do what whatever you're gonna get."

It's a formula he's revealed after just one day on the job — combining cameras, social media and an old-school coaching style for the new name-image-and-likeness era of college football (NIL).

After all, his nickname isn't "Prime Time" for nothing. Under the production of his son, cameras follow around Sanders and others, capturing meetings and moments to be posted and spread on social media, for better or worse.

The goal is simple — to increase exposure for the program, attract top recruits and boost the fame of his players, helping them increase opportunities to earn money from their NILs, which was allowed for the first time last year in the NCAA.

"We know how to do social media," Sanders told his team.

Sanders then turned to his son with the camera and asked him the best way to increase their followings.

"Just post," said his son, also known as Bucky. "You've just got to post. ... You've got all eyes on you right now. ... Everybody want to know what y'all about to do, who y'all are, what everything is."

As the man with the camera and social media skills, Bucky Sanders also told the team what his job would be in the meantime.

"I'm going to make y'all the most famous people walking this planet," he said. "But you've got to win."

Sanders the coach explained it in his introductory news conference Sunday at Colorado.

"I want you to get ready to start seeing cameras because we film documentaries," he said.

It's a carryover from his tenure at Jackson State in Mississippi, where his team went 12-0 this season and will be part of a docuseries on Sanders that will premier later this month on Amazon Prime. Some of the show will show his arrival at Colorado.

"The kids, they want exposure," Sanders said. "They want to be on television. They want the lights and the action, but they got to understand, the same thing that caused you to shine will show your blemishes as well. So we're going to give them that. We're going to give them the followers. We're going to give them the attention. We're going to give them the support, and we need each and every one of you, because the caliber of players that we're getting ready to bring to you, they gonna want something. But guess what, I'm going to want something back. I'm not crazy about the NILs, but I understand the NILs. ... I'd rather our kids be focused on the NFL, and not just the NIL."

Sanders also mentioned in the team meeting that Bucky Sanders soon would get help for his production efforts to make it even bigger. "He's been a one-man machine," Sanders said of his son. The show got a little tense Sunday. Sanders kept telling the room full of players that "I'm coming," meaning he was coming in to turn the program around.

"There is not going to be any more mediocrity, period," he told them.

"I'm coming."

He said he was going to coach his Jackson State team in its final game Dec. 17 — at the Celebration Bowl in Atlanta. Then he was coming back with new players to replace some of them. He said his son, quarterback Shedeur, is coming to Colorado from Jackson State.

"Yep, about 10 more of them coming," Sanders told the holdover players. "And they dogs. And they gonna hunt. And they gonna eat."

He was blunt.

"We have a few positions already taken care of because I'm bringing my luggage with me, and it's Louis (Vuitton, the luxury brand)," Sanders said.

The players looked at him in silence. He even suggested they were spoiled, telling them that Boulder was a beautiful city with a beautiful stadium and no crime. He compared it to Jackson State, where his players had less.

"We've never had nothing of sort to work out in and to train in," he said to the Colorado players. "Our kids would go absolute crazy to be in the situation that you in, but you don't respect it. I'm coming. You don't want it. I'm coming. Some of y'all don't even think you deserve it. I'm coming. And usually when God sent me to a place, he sent me to a place to be a conduit of change. I'm coming."

Colorado's administration, fans and alumni are glad he is.

"We needed somebody like him at this program that could re-energize not only our student-athletes, but our base and our community and our state," Rick George, Colorado's athletic director, said Sunday. "I think he can do all of that."

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A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>.

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Opportunity Notice
Medium Duty and Compact Construction Equipment with Related Attachments

Category: Goods

Potential vendors (bidders) may view the bid package here.

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Interested vendors (bidders) who wish to submit a response to this opportunity should register their interest by downloading the document(s) from the bid package.

[View Interested Vendors \(Bidders\)](#)

Opportunity Information

Organization: Canoe Procurement Group of Canada
Organization Address:
Reference Number: AB-2022-07001
Solicitation Number: AB-2022-07001
Solicitation type: Request for Proposal
Posting (MM/dd/yyyy): 12/13/2022
 03:30:00 PM Alberta Time
Closing (MM/dd/yyyy): 02/02/2023
 03:30:00 PM Alberta Time
Last Update (MM/dd/yyyy): 12/13/2022
 03:10:02 PM Alberta Time
Agreement Type: NWPTA/TILMA & CFTA & CETA & TCA
Region of Opportunity: Open
Region of Delivery: Alberta
Opportunity Type: Open & Competitive
Commodity Codes:
 N3830H: Dozers, Angle
 N3805C: Excavator, Hydraulic, Truck Mounted
 N2420D: Tractor, Wheeled, 4 X 2 With Backhoe/Loader
 N3895F: Compactor, Soil
 N3010A: Cranes, Excavator, Crawler Mounted, Cable Operated
 N3805F: Loaders, Front End
 N3895: Miscellaneous Construction Equipment
 N3810G: Cranes/Excavators, Padastal Mounted
 N3805B: Excavator, Hydraulic, Crawler Mounted

Response Submission:

Only Proposals submitted through the Sourcewell Procurement Portal will be considered.

<https://proportal.sourcewell-mn.gov>

Proposals are due no later than February 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Response Contact:

Robinson, Chris
 Procurement Manager
 2510 Sparrow Drive
 Nisku, Alberta T9E 8N5
 Tel: 218-893-4168
 Email: rfp@sourcewell-mn.gov

Response Specifics:

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2023, 4:30 pm Central Time, and late proposals will not be considered.

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered. It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support <https://proportal.sourcewell-mn.gov>.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

Opportunity Description:

Canoe Procurement Group of Canada, is posting the solicitation on behalf of CivicInfo BC, RMA, SARM, AMM, LAS, UMN, NSF, FPEIM, MNL, NWTAC and its current and potential Members and represented Associations and their Members, which includes local Governmental and other not-for-profit organizations located in all provinces and territories in Canada including but not limited to British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland and Labrador and Northwest Territories. Request for Proposal ("RFP") to result in regional and/or national contract solutions under the rules and regulations of the New West Partnership Trade Agreement ("CFTA") for this procurement, Canoe/Sourcewell is requesting proposals for Medium Construction and Compact Construction Equipment with Related Attachments to result in a national contracting solution for use by its members.

Members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

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All queries pertaining to the language, content or any missing or inaccurate information within this abstract must be sent to its originator of the abstract, as specified in the opportunity notice.

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Bid RFP #020223 - Medium Duty and Compact Construction Equipment with Related Attachments

Bid Type **RFP**
 Bid Number **020223**
 Title **Medium Duty and Compact Construction Equipment with Related Attachments**
 Expected Start Date **Dec 6, 2022 12:00:00 AM CST**
 Expected End Date **Feb 2, 2023 4:30:00 PM CST**
 Agency **Sourcewell**
 Bid Contact **Chris Robinson**
 (218) 895-4168
 rfp@sourcewell-mn.gov
 202 12th Street NE
 P.O. Box 719
 Staples, MN 56479-0219

Questions
 0 Questions
 0 Unanswered
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Description

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Medium Duty and Compact Construction Equipment with Related Attachments to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Pre-bid Conference

Date **Jan 4, 2023 12:00:00 AM CST**
 Location **Online Conference**
 Notes **Loging information will be emailed two business days prior to the event.**

Documents

No Documents for this bid



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Bid Details	
Bid Classification:	Goods
Bid Type:	RFP - General
Bid Number:	RFP 020223
Bid Name:	Medium Duty and Compact Construction Equipment with Related Attachments
Bid Status:	Open
Bid Closing Date:	Thu Feb 2, 2023 4:30:00 PM (CST)
Question Deadline:	Wed Jan 25, 2023 4:30:00 PM (CST)
Electronic Auctions:	Not Applicable
Language for Bid Submissions:	English unless specified in the bid document
Submission Type:	Online Submissions Only
Submission Address:	Online Submissions Only
Public Opening:	No
Description:	Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Medium Duty and Compact Construction Equipment with Related Attachments to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2023, at 4:30 p.m. Central Time , and late proposals will not be considered.
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Meeting Locations

The following are the meeting times and locations for the opportunity:

Meeting Location	Description	Date / Time	Mandatory Me...	Meeting Document
Online Pre-Proposal Conference	Login instructions will be posted to the "Documents" section and available to registered suppliers two business days prior to the web conference.	Wednesday January 4, 2023 10:00 AM (CST)	No	

Documents	
File Name	Pages
RFP_020223_Medium_Construction_Equipment Friday November 18, 2022 08:34 AM	13 Download
RFP_020223_Medium_Construction_Equipment_Contract_Template Thursday November 17, 2022 02:11 PM	18 Download

Addenda	
File Name	Pages
Addendum_1_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Monday December 12, 2022 04:08 PM	1 Download



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Medium Duty and Compact Construction Equipment with Related Attachments

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Medium Duty and Compact Construction Equipment with Related Attachments to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Important Dates

Pre-Proposal Conference:
January 4, 2023 at 10:00 am CST

Proposals Due:
February 2, 2023 at 4:30 pm CST

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

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Bidding

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Solicitation Setting

✓ Invite Bidders	No
✓ Evaluate Response online	No
✓ Internal Approval	No
✓ Enable Collaboration with other Users	No

Solicitation Details

Mandatory Information

Solicitation Type	RFP	Solicitation Number	020223
Solicitation Name	Medium Duty and Compact Construction Equipment with Related Attachments	Procurement Type	Goods
Country & Province/State	Canada / Ontario	Published By	Sourcewell
Accept Questions	Not Applicable		

Internal Information (For Internal Use Only)

Procurement Title/Project Name	020223 Medium Duty and Compact Construction Equipment
--------------------------------	---

Advertisement

Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	\$800,000,000.00
Publish Date	12/06/2022	Closing Date & Time	02/02/2023 16:30:00 CT
Publish Option		Value Range for this Solicitation	10,000,001 over

Selected Categories

Automotive/ Industrial

Heavy Equipment/ Vehicles Dump trucks, bull-dozers, cranes, asphalt rollers, etc. tractors Office trailers, skid loader, earthmovers, heavy duty vehicles, excavators, caterpillar, graders, trains etc.



Solicitation Overview



Medium Duty and Compact Construction Equipment with Related Attachments

020223

Closing Date: 02/02/2023 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Medium Duty and Compact Construction Equipment with Related Attachments to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Notice

Basic Information

Estimated Contract Value (CAD) \$800,000,000.00 (Not shown to suppliers)
Reference Number 0000237271
Issuing Organization Sourcewell
Owner Organization
Solicitation Type RFP - Request for Proposal (Formal)
Solicitation Number 020223
Title Medium Duty and Compact Construction Equipment with Related Attachments
Source ID PP.CO.USA.868485.C88455

Details

Location All of Canada, All of Canada
Purchase Type Duration:4 years
Description Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Medium Duty and Compact Construction Equipment with Related Attachments to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Dates

Publication 2022/12/06 09:08:57 AM EST
Question Acceptance Deadline 2023/01/25 05:30:00 PM EST
Questions are submitted online No
Bid Intent Not Available
Closing Date 2023/02/02 05:30:00 PM EST

Prebid Conference 2023/01/04 11:00:00 AM EST

Contact Information

Procurement Department
 218-894-1930
rfp@sourcewell-mn.gov

Pre-Bidding Events

Event Type Prebid Conference
Attendance Recommended
Event date 2023/01/04 11:00:00 AM EST
Location Online Conference
Event Note Login information will be emailed two business days prior to the event.

Bid Submission Process

Bid Submission Type Electronic Bid Submission
Pricing In attached document
Pricing In attached document
Bid Documents List

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

Categories

Selected Categories

GSIN Category (1)		
G	Goods Goods	
N38	Construction, Mining, Excavating And Highway Maintenance Equipment Construction, Mining, Excavating And Highway Maintenance Equipment	
N3800	CONSTRUCTION, MINING, EXCAVATING AND HIGHWAY MAINTENANCE EQUIPMENT Construction, mining, excavating and highway maintenance equipment	
MERX Category (1)		
G	Goods Goods	
G28	Special Purpose Vehicles Special Purpose Vehicles	
UNSPSC Category (1)		
22000000	Building and Construction Machinery and Accessories	
22100000	Heavy construction machinery and equipment	
22101900	Building construction machinery and accessories	

DocuSign Envelope ID: EB2A2419-1BBA-49A5-8962-49C9DABB8674



Proposal Evaluation
Medium Duty and Compact Construction Equipment with Related Attachments RFP #020223

Possible Points		Acela, Inc.	Avant Tecno USA	Buyers Products Company, Inc.	Caterpillar, Inc.	Clark Equipment Company	DD DANNAR, LLC	Doosan Infracore North America	First Green Industries	Gradall Industries, Inc.	Hyundai Construction Equipment Americas, Inc.
Conformance to RFP Requirements	50	36	41		43	45	40	38	39	42	43
Pricing	400	270	298		324	340	318	303	258	335	338
Financial Viability and Marketplace Success	75	55	61		67	67	56	60	53	62	64
Ability to Sell and Deliver Service	100	67	77		87	87	74	80	71	80	82
Marketing Plan	50	35	41		44	44	43	42	40	41	42
Value Added Attributes	75	48	57		66	65	63	63	58	57	59
Warranty	50	38	42		43	43	40	42	41	42	43
Depth and Breadth of Offered Equipment, Products, or Services	200	116	167		181	181	123	128	141	152	161
Total Points	1,000	665	784		855	872	757	756	701	811	832
Rank Order		17	9		2	1	12	13	15	6	3

Possible Points		JCB, Inc.	LiuGong Construction Machinery North America, LLC	Manitou North America, Inc.	MAZIO ATTACHMENTS, LLC	Mecalac North America, LLC	Nexpro Trucks & Equipment Corp.	Takeuchi Mfg. US Ltd.	Tobroco Machinery, LLC	Triple E Equipment, Inc.	XCMG NORTH AMERICA CORPORATION
Conformance to RFP Requirements	50	42	42	38		41	33	36	40	32	37
Pricing	400	324	340	319		306	286	260	328	243	300
Financial Viability and Marketplace Success	75	62	57	54		52	52	56	61	48	57
Ability to Sell and Deliver Service	100	84	81	79		74	63	76	77	65	77
Marketing Plan	50	41	43	40		39	30	34	39	25	34
Value Added Attributes	75	60	60	60		57	49	49	60	53	57
Warranty	50	42	43	42		41	37	41	41	31	41
Depth and Breadth of Offered Equipment, Products, or Services	200	174	155	154		159	126	151	158	140	176
Total Points	1,000	829	821	786		769	676	703	804	637	779
Rank Order		4	5	8		11	16	14	7	13	10

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 Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:

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 Bill Davison, CPPO, NIGP-CP, Procurement Analyst

DocuSigned by:

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 Craig West, Procurement Analyst

DocuSigned by:

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 Nick Scholer, Procurement Analyst



Proposal Opening Record

Date of opening: February 2, 2023

Sourcewell posted Request for Proposal #020223, for the procurement of Medium Duty and Compact Construction Equipment with Related Attachments, on the Sourcewell Procurement Portal [portal.sourcewell-mn.gov] on Tuesday, December 6, 2022, and the solicitation remained in an open status within the portal until February 2, 2023, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on February 2, 2023, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #020223 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

Acela, Inc. - Submitted 2/02/23 at 12:35:44 PM
Avant Tecno USA - Submitted 2/01/23 at 5:03:46 PM
Buyers Products Company, Inc. - Submitted 2/01/23 at 2:54:11 PM
Caterpillar, Inc. - Submitted 2/01/23 at 5:08:39 PM
Clark Equipment Company - Submitted 2/02/23 at 3:19:15 PM
DD DANNAR, LLC - Submitted 1/31/23 at 12:40:21 PM
Doosan Infracore North America - Submitted 2/02/23 at 8:42:02 AM
First Green Industries, Inc. - Submitted 2/02/23 at 12:11:25 AM
Gradall Industries, Inc. - Submitted 2/02/23 at 8:10:23 AM
Hyundai Construction Equipment Americas, Inc. - Submitted 1/24/23 at 6:57:35 PM
JCB, Inc. - Submitted 2/01/23 at 2:33:19 PM
LiuGong Construction Machinery North America, LLC - Submitted 2/02/23 at 11:53:12 AM
Manitou North America, Inc. - Submitted 2/02/23 at 8:30:04 AM
MAZIO ATTACHMENTS, LLC - Submitted 2/02/23 at 3:47:49 PM
Mecalac North America, LLC - Submitted 2/02/23 at 1:56:43 PM
Nexpro Trucks & Equipment Corp. - Submitted 2/01/23 at 2:47:41 PM
Takeuchi Mfg. US, Ltd. - Submitted 2/01/23 at 4:15:18 PM
Tobroco Machinery, LLC - Submitted 2/02/23 at 10:30:17 AM
Triple E Equipment, Inc. - Submitted 2/02/23 at 1:24:12 PM
XCMG NORTH AMERICA CORPORATION - Submitted 2/02/23 at 3:47:31 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcwell Procurement Portal, on February 2, 2023, at 4:31:46 PM CT. All responsive proposals were then submitted for review by the Sourcwell Evaluation Committee.

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Kim Austin
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Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:
Carol Jackson
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Carol Jackson, Procurement Analyst



RFP #020223
REQUEST FOR PROPOSALS
for
Medium Duty and Compact Construction Equipment with Related Attachments

Proposal Due Date: February 2, 2023, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Medium Duty and Compact Construction Equipment with Related Attachments to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	December 6, 2022
Pre-proposal Conference:	January 4, 2023, 10:00 a.m., Central Time
Question Submission Deadline:	January 25, 2023, 4:30 p.m., Central Time
Proposal Due Date:	February 2, 2023, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	February 2, 2023, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

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 facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities¹;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

¹ Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Medium Duty and Compact Construction Equipment with Related Attachments, including, but not to limited to, the following types of medium and compact construction equipment:

- a. Wheeled, tracked, and backhoe loaders;
- b. Skid steers;
- c. Mini excavators;
- d. Telehandlers; and
- e. Soil compaction and site preparation equipment.

Proposers may include related equipment, accessories, attachments, and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed.

2. The primary focus of this solicitation is on Medium Duty and Compact Construction Equipment with Related Attachments. This solicitation should NOT be construed to include:

- a. Construction services; and,
- b. Equipment accessory, attachment, and supply only solutions.

3. This solicitation does not include those equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below:

- a. Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services (RFP #091219)
- b. Ag Tractors with Related Attachments, Accessories, and Supplies (RFP #110719)
- c. Equipment Rental with Related Services (RFP #062320)
- d. Forklifts and Lift Trucks with Related Services (RFP #091520)
- e. Grounds Maintenance Equipment, Attachments, Accessories, and Related Services (RFP #031121)
- f. Road Right-of-Way Maintenance Equipment (RFP #070821)
- g. Roadway Maintenance Equipment (RFP #080521)
- h. Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies (RFP #093021)
- i. Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies (RFP #101221)
- j. Public Utility Equipment with Related Accessories and Supplies (RFP #110421)

- k. Roadway Paving Equipment (RFP #060122)
- l. Snow and Ice Handling Equipment, Supplies, and Accessories (RFP #062222)
- m. Trailers with Related Equipment, Accessories, and Services (RFP #092922)
- n. Heavy Construction Equipment with Related Attachments and Technology (RFP #011723)
- o. Portable Construction Equipment with Related Accessories and Attachments (RFP #TBD)

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one-year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$200 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcwell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcwell an administrative fee in exchange for Sourcwell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcwell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal

requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and

price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
 - A comprehensive selection of the requested equipment, products, or services;
 - A sales and service network ensuring availability and coverage for Participating Entities' use; and
 - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O.

Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and

- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



12/12/2022

Addendum No. 1

Solicitation Number: RFP 020223

Solicitation Name: Medium Duty and Compact Construction Equipment with Related Attachments

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

On page 16 of the template contract, Section 21. J., there is a Buy American Provisions Compliance section. "To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act."

Does this mean a product manufactured outside the US does not comply?

Answer 1:

Sourcewell contract template Section 21. – Provisions for Non-United States Federal Entity Procurement Under United States Federal Awards or Other Awards, only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds. The Buy American Provisions Compliance subsection requires compliance to the extent applicable.

A proposer may request a modification to the Sourcewell contract template as part of a proposal. To request a modification to the template contract terms, conditions, or specifications, a proposer may complete and submit the Exceptions to Terms, Conditions, or Specifications Table, which is found as the final Table of Step 1 in the proposal submission process.

End of Addendum

Acknowledgement of this Addendum to RFP 020223 posted to the Sourcewell Procurement Portal on 12/12/2022, is required at the time of proposal submittal.



12/27/2022

Addendum No. 2

Solicitation Number: RFP 020223

Solicitation Name: Medium Duty and Compact Construction Equipment with Related Attachments

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will the Pre-Proposal Conference be recorded for viewing later if I am unable to watch it live?

Answer 1:

Sourcewell will provide the Pre-Proposal Conference presentation slides in PDF format to all registered plan takers after the event is complete. In addition, Sourcewell is planning to record the Pre-Proposal Conference. Assuming no technical difficulties in the process, Sourcewell will provide a link to the recording to all registered plan takers after the event.

End of Addendum

Acknowledgement of this Addendum to RFP 020223 posted to the Sourcewell Procurement Portal on 12/27/2022, is required at the time of proposal submittal.



1/3/2023

Addendum No. 3

Solicitation Number: RFP 020223

Solicitation Name: Medium Duty and Compact Construction Equipment with Related Attachments

Consider the following amendment to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

RFP Amendment:

As the result of the publication of an RFP that has been identified as not included in the equipment, products, or services of this solicitation, RFP Subsection II. B. 3. o. is revised to remove the (RFP #TBD) placeholder, and insert the actual RFP number, to read as follows:

* * * *

o. Portable Construction Equipment with Related Accessories and Attachments (RFP #020923)

* * * *

The remainder of the RFP content remains unchanged.

End of Addendum

Acknowledgement of this Addendum to RFP 020223 posted to the Sourcewell Procurement Portal on 1/3/2023, is required at the time of proposal submittal.



01/24/2023

Addendum No. 4

Solicitation Number: RFP 020223

Solicitation Name: Medium Duty and Compact Construction Equipment with Related Attachments

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can a manufacturer allow dealers to sell to Sourcewell members.

Answer 1:

Refer to RFP Section II. B. – Requested Equipment, Products, or Services – “If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.” It is left to the discretion of each proposer to determine the information or documentation necessary to best demonstrate their ability to serve Sourcewell participating entities and satisfy all the requirements included in the questionnaire tables. Proposals are evaluated based on the criteria stated in the RFP.

Question 2:

Is it the manufacturer’s responsibility to provide sales activity or will each dealer report this information to Sourcewell?

Answer 2:

Refer to Sourcewell Contract Template Section 8. – Report on Contracts Sales Activity and Administrative Fee Payment. A single sales report and administrative fee remittance is contemplated for each calendar quarter during the term of an awarded contract.

Question 3:

How do you determine the fee that is paid to Sourcewell?

Answer 3:

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

End of Addendum

Acknowledgement of this Addendum to RFP 020223 posted to the Sourcewell Procurement Portal on 01/24/2023, is required at the time of proposal submittal.

**EXHIBIT B
INSURANCE REQUIREMENTS**

NOT APPLICABLE – PURCHASE OF GOODS



July 18, 2024

CITY OF STOCKTON
FLEET MAINTENANCE
1465 S LINCOLN
STOCKTON CA 95206,
Account # 000527

Attention: Alanna Bindi

New Caterpillar Model: CB4.4-MB Paving and Compaction with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: SERIAL NUMBER: YEAR: SMU:

ADDITIONAL SPECIFICATIONS

SOURCEWELL CONTRACT # 020223-CAT

Reference #	Description of Material and Equipment	Reference #	Description of Material and Equipment
562-1000	CB4.4 03A UTILITY COMPACTOR	569-8093	GUARDS, BUMPER
611-1364	ENGINE, CAT C1.7T	562-0771	DRUM SCRAPER, FOLDING
367-6593	PUMP, PROPEL, STANDARD	574-6039	OIL, HYD, STANDARD
568-5154	LIGHTS, WORKING, LED	574-6030	INSTRUCTIONS, ANSI
565-3671	SWITCH, BATTERY DISCONNECT, RED	421-8926	SERIALIZED TECHNICAL MEDIA KIT
364-2279	SUPPORT, SLIDING FOR SEAT	562-0808	CONTROL, TRACTION
542-6995	SEAT BELT, 3"	575-4457	LIGHT, BEACON
576-8241	ROPS, FOLDABLE, CANOPY	457-9155	MATS, COCOA
367-6538	TRAVEL CONTROL, DUAL LEVER	572-3342	BALLAST, 440 LBS
602-4197	PRODUCT LINK, CELLULAR PL243		

WARRANTY INFORMATION

Standard Warranty:	12 months / unlimited hours
Extended Warranty:	48 Months or 5000 Hours Powertrain + Hydraulics + Tech
CSA	Dry Filters Parts Kit - 24 Months or 1000 Hours

Sell Price	\$99,743.85
Ext Warranty	Included
Net Balance Due	\$99,743.85
Sales Tax (9%)	\$8,976.95
CSA	Included
After Tax Balance	\$108,720.80

F.O.B/TERMS: EMD - STOCKTON

STANDARD EQUIPMENT

POWERTRAIN -CAT C1.7T diesel engine --Turbocharged, EPA tier 4 final and EU -stage V certified engine with DOC/DPF -aftertreatment --Gross power per ISO 14396 36kW (48.3 -hp) @2800 RPM --Liquid cooled, direct injection -Aftercooler, air to air (ATAAC) -Fuel filter/water separator/manual -priming pump -Dual element air cleaner with dust -ejection -3 Engine speeds - idle, med, high -Engine belt guard -Programable auto Idle Shutdown -Aluminum bar plate cooling system -Hydrostatic transmission -Auto warmup cycle -Hydraulic on demand cooling fan -Service and parking brakes - spring -applied hydraulically released -

ELECTRICAL -Engine start switch with auto preheat -12-volt starting and charging system -85 ampere alternator -Maintenance free battery, 750 CCA -Isolated and cooled battery compartment -Backup alarm and forward facing warning -horn -Product Link ready -Beacon ready -Diagnostic connector -CAT ET Compatible -Labeled and sealed electrical connectors -LED work lights (2 front, 2 rear)

OPERATOR ENVIRONMENT -Gauge Cluster: --Water level gauge --Fuel level gauge --Hour meter --Engine coolant temperature gauge --Faults -Simple rocker switches -Emergency stop switch -Operator warning system indicators: --Water in fuel indicator --Parking brake engaged --Operator out of seat --Hydraulic oil temperature high --Hydraulic oil restriction --Engine oil low pressure --Electrical system voltage low --Low fuel --Engine preheat --Engine emission system --High/low vibe frequency --Beacon status -Lockable, vandalism guard for -instrument panel -Travel control, single lever -High Vis Orange retractable seatbelt, -76mm (3") -2 platform handrails/single guardrail -Steering wheel spinner -12-volt power point -ROPS -Sealed storage compartment -Isolated operator platform -Vibration reducing, diesel resistant -rubber floormat

DRUMS -Two smooth drums: 1300 mm (51") -wide x 800 mm (31.5") diameter -Single amplitude with dual frequency -vibratory system -Automatic vibration control to prevent -vibration in neutral -Selection of front drum or both drum -vibration -Pressurized drum watering system with -selectable continuous or intermittent -flow -4 nozzle spray bars -Triple spray system filtration -

FLUIDS -Premixed 50% concentration of extended -life coolant with freeze protection -to -37C (-35F) -

OTHER STANDARD EQUIPMENT -Lockable engine enclosure with safety -hold open batch -Lockable external fuel fill -Sealed for life hitch bearings -Sight gauges: --Hydraulic tank level --Engine coolant -Lockable hydraulic tank cap -Articulated frame with safety lock -3 point hitch -4 transport tie-down and 4 lift points -81L (21 gal) fuel tank capacity -300L (79 gal) water tank capacity -6 quick connect hydraulic pressure test -ports + 1 SOS port -Caterpillar o-ring face-seals couplings -Offset hitch with 50 mm (2") of -manual adjustment -Ecology drains: --Hydraulic Tank --Radiator --Engine Oil

This quote is good for (90) days. Any machine quoted outside of HOLT of CALIFORNIA's inventory is subject to revision All quotes are subject to credit approval and prior sale. Any quoted interest rates are subject to change without notice. Quote is void unless machine is delivered, and remains, within HOLT of CALIFORNIA's Dealership territory for two years or unless the machine has at least 1000 hours if delivered outside of Holt's territory.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF AND INCORPORATED IN THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSIDERED ENFORCEABLE UNTIL ACCEPTED BY HOLT AND EXECUTED BY ITS OFFICE. ANY INDIVIDUAL SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE IS AT LEAST 18 YEARS OLD AND HAS THE AUTHORITY TO BIND CUSTOMER TO THE TERMS OF THE AGREEMENT.

Accepted by _____ Date, _____
(Please Print)

Signature _____

Sincerely,

Jason Hjelmstad
Machine Sales Representative
Holt of California
(209) 321-2831 (Cell)