



## COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

### AGREEMENT SUMMARY:

<b>1. Cooperative/Piggyback Name:</b>	Sourcewell
<b>2. Contractor:</b>	Caterpillar, Inc.
<b>3. Cooperative Agency Agreement Name and Agreement Number:</b>	Sourcewell, Electrical Energy Power Generation Equipment, #092222-CAT
<b>4. Cooperative Agency Initial Agreement Term:</b>	Start Date: December 6, 2022 End Date: November 22, 2026
<b>5. Cooperative Agency's Agreement-Options to extend:</b>	Agreement may be extended for a fifth year.
<b>6. Cooperative Agency Amended Term:</b>	NA
<b>7. Cooperative Agency Remaining Options to Renew:</b>	1 one-year renewal option remaining.
<b>8. City of Stockton Cooperative Purchase Agreement Term:</b>	Start Date: Upon Execution End Date: November 22, 2026
<b>9. City of Stockton Cooperative/ Piggyback Purchase Agreement Amount:</b>	Not to Exceed \$2,935,635.96 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 Sourcewell, Electrical Energy Power Generation Equipment, #092222-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 November 22, 2026, unless 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 all 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 electrical energy power generation equipment 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 of the Contractor during the term of this Agreement exceed \$2,935,635.96 the purchases of generators, ATSSs, and associated equipment. Any person signing this Agreement on behalf of the City and 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 and 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**

**HOLT OF CA**

\_\_\_\_\_  
Harry Black, City Manager

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print name

ATTEST:

Title: \_\_\_\_\_

\_\_\_\_\_  
Katherine Roland CMC, CPMC, City Clerk

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Taryn N. Jones, Assistant City Attorney

\_\_\_\_\_  
Print name

Title: \_\_\_\_\_

**EXHIBIT A**

**SOURCEWELL  
STATE OF MINNESOTA**



Member Thomas moved the adoption of the following Resolution:

**RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES**

**7/19/2022**

**Resolution No. 2022-20**

**WHEREAS**, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

**WHEREAS**, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

**WHEREAS**, the Chief Procurement Officer recommends approval of categories detailed above.

**NOW THEREFORE BE IT RESOLVED** that the Board of Directors hereby approves the solicitation of categories.

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, 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  
9BEF5D6F88D140B...  
**Clerk to the Board of Directors**

APPENDIX A

**SOURCEWELL PROCUREMENT DEPARTMENT**  
**BOARD ITEMS - July 2022**

<b>CONSENT AGENDA ITEMS</b>	<b>Requesting Board permission to Solicit the following categories:</b>		
	Conducted Energy Weapons		
	<b>Requesting Board permission to Re-Solicit the following categories:</b>		
	Electrical Energy Power Generation with Related Services		
Trailers with Related Equipment, Accessories, and Services			

<b>CONSENT AGENDA ITEMS</b>	<b>NEW CONTRACTS</b>		
	Supplier Name	Contract Number	Solicitation Title
	Advanta Health Solutions, Inc.	051922-ADV	"Wellness Engagement Program Solutions and Related Services"
	HealthSource Solutions, LLC	051922-HSS	"Wellness Engagement Program Solutions and Related Services"
	Lifemark Occupational Health and Wellness	051922-LFM	"Wellness Engagement Program Solutions and Related Services"
	Propel, Inc.	051922-PRL	"Wellness Engagement Program Solutions and Related Services"
	Telligen, Inc.	051922-TGN	"Wellness Engagement Program Solutions and Related Services"
	Virgin Pulse, Inc.	051922-VRG	"Wellness Engagement Program Solutions and Related Services"
	WellSpark Health, Inc.	051922-WSH	"Wellness Engagement Program Solutions and Related Services"

<b>CONTRACT EXTENSIONS</b>		
Supplier Name	Contract Number	Solicitation Title

<b>NEW IDIQ CONTRACTS</b>		
Company Name	Contract Number	State - Region - Type of Work
Mans Construction Company	NM-R1-E-060222-MCO	New Mexico - Region 1 - Electrical
Ross Wes Electrical Services	NM-R1-E-060222-RWE	New Mexico - Region 1 - Electrical
Core Construction Services of Texas	NM-R1-GC-060222-CCT	New Mexico - Region 1 - General Construction
Consolidated Builders of NM	NM-R1-GC-060222-COB	New Mexico - Region 1 - General Construction
GM Builders, Inc.	NM-R1-GC-060222-GMB	New Mexico - Region 1 - General Construction
HB Construction, Inc.	NM-R1-GC-060222-HCO	New Mexico - Region 1 - General Construction
Mans Construction Company	NM-R1-GC-060222-MCO	New Mexico - Region 1 - General Construction
Dallago Corporation	NM-R1-HVAC-060222-DCO	New Mexico - Region 1 - Mechanical/HVAC
Dallago Corporation	NM-R1-P-060222-DCO	New Mexico - Region 1 - Plumbing
National Roofing Company, Inc.	NM-R1-R-040622-NRC	New Mexico - Region 1 - Roofing
DKG & Associates, Inc.	NM-R1-R-060222-DKG	New Mexico - Region 1 - Roofing
GM Builders, Inc.	NM-R1-R-060222-GMB	New Mexico - Region 1 - Roofing
Mans Construction Company	NM-R2-E-060222-MCO	New Mexico - Region 2 - Electrical
Ross Wes Electrical Services	NM-R2-E-060222-RWE	New Mexico - Region 2 - Electrical
Core Construction Services of Texas	NM-R2-GC-060222-CCT	New Mexico - Region 2 - General Construction
Consolidated Builders of NM	NM-R2-GC-060222-COB	New Mexico - Region 2 - General Construction
GM Builders, Inc.	NM-R2-GC-060222-GMB	New Mexico - Region 2 - General Construction
HB Construction, Inc.	NM-R2-GC-060222-HCO	New Mexico - Region 2 - General Construction
WWRC, Inc.	NM-R2-GC-060222-WRI	New Mexico - Region 2 - General Construction
WWRC, Inc.	NM-R2-HVAC-060222-WRI	New Mexico - Region 2 - Mechanical/HVAC
WWRC, Inc.	NM-R2-P-060222-WRI	New Mexico - Region 2 - Plumbing
DKG & Associates, Inc.	NM-R2-R-060222-DKG	New Mexico - Region 2 - Roofing
GM Builders, Inc.	NM-R2-R-060222-GMB	New Mexico - Region 2 - Roofing
National Roofing Company, Inc.	NM-R2-R-060222-NRC	New Mexico - Region 2 - Roofing
WWRC, Inc.	NM-R2-R-060222-WRI	New Mexico - Region 2 - Roofing
Mans Construction Company	NM-R3-E-060222-MCO	New Mexico - Region 3 - Electrical
Consolidated Builders of NM	NM-R3-GC-060222-COB	New Mexico - Region 3 - General Construction
Jim Sena Construction Co., Inc.	NM-R3-GC-060222-JSC	New Mexico - Region 3 - General Construction
Junior Builders	NM-R3-GC-060222-JUB	New Mexico - Region 3 - General Construction

WWRC, Inc.	NM-R3-HVAC-060222-WRI	New Mexico - Region 3 - Mechanical/HVAC
Junior Builders	NM-R3-P-060222-JUB	New Mexico - Region 3 - Plumbing
WWRC, Inc.	NM-R3-P-060222-WRI	New Mexico - Region 3 - Plumbing
GM Builders, Inc.	NM-R3-R-060222-GMB	New Mexico - Region 3 - Roofing
Jim Sena Construction Co., Inc.	NM-R3-R-060222-JSC	New Mexico - Region 3 - Roofing
WWRC, Inc.	NM-R3-R-060222-WRI	New Mexico - Region 3 - Roofing
Mans Construction Company	NM-R4-E-060222-MCO	New Mexico - Region 4 - Electrical
Consolidated Builders of NM	NM-R4-GC-060222-COB	New Mexico - Region 4 - General Construction
Jim Sena Construction Co., Inc.	NM-R4-GC-060222-JSC	New Mexico - Region 4 - General Construction
Junior Builders	NM-R4-GC-060222-JUB	New Mexico - Region 4 - General Construction
National Construction, Inc.	NM-R4-GC-060222-NCI	New Mexico - Region 4 - General Construction
WWRC, Inc.	NM-R4-GC-060222-WRI	New Mexico - Region 4 - General Construction
WWRC, Inc.	NM-R4-HVAC-060222-WRI	New Mexico - Region 4 - Mechanical/HVAC
Junior Builders	NM-R4-P-060222-JUB	New Mexico - Region 4 - Plumbing
Master Plumbers, LLC	NM-R4-P-060222-MAP	New Mexico - Region 4 - Plumbing
WWRC, Inc.	NM-R4-P-060222-WRI	New Mexico - Region 4 - Plumbing
DKG & Associates, Inc.	NM-R4-R-060222-DKG	New Mexico - Region 4 - Roofing
GM Builders, Inc.	NM-R4-R-060222-GMB	New Mexico - Region 4 - Roofing
Jim Sena Construction Co., Inc.	NM-R4-R-060222-JSC	New Mexico - Region 4 - Roofing
Mans Construction Company	NM-R4-R-060222-MCO	New Mexico - Region 4 - Roofing
WWRC, Inc.	NM-R4-R-060222-WRI	New Mexico - Region 4 - Roofing
Mans Construction Company	NM-R5-E-060222-MCO	New Mexico - Region 5 - Electrical
Ross Wes Electrical Services	NM-R5-E-060222-RWE	New Mexico - Region 5 - Electrical
Core Construction Services of Texas	NM-R5-GC-060222-CCT	New Mexico - Region 5 - General Construction
Consolidated Builders of NM	NM-R5-GC-060222-COB	New Mexico - Region 5 - General Construction
GM Builders, Inc.	NM-R5-GC-060222-GMB	New Mexico - Region 5 - General Construction
HB Construction, Inc.	NM-R5-GC-060222-HCO	New Mexico - Region 5 - General Construction
White Sands Construction, Inc.	NM-R5-GC-060222-WSC	New Mexico - Region 5 - General Construction
DKG & Associates, Inc.	NM-R5-R-060222-DKG	New Mexico - Region 5 - Roofing
GM Builders, Inc.	NM-R5-R-060222-GMB	New Mexico - Region 5 - Roofing
Mans Construction Company	NM-R5-R-060222-MCO	New Mexico - Region 5 - Roofing
National Roofing Company, Inc.	NM-R5-R-060222-NRC	New Mexico - Region 5 - Roofing
Smith Roofing, Inc.	NM-R5-R-060222-SMR	New Mexico - Region 5 - Roofing
<b>IDIQ Contract Extensions</b>		
<b>Company Name</b>	<b>Contract Number</b>	
Place Services, Inc.	KY-E-GC01-062420-PLS	
The Lusk Group	KY-E-RW01-062420-LMC	
Calhoun Construction Services	KY-NC-GC02-062420-CAC	
The Lusk Group	KY-W-E02-062420-LMC	
Tecta America Corp.	KY-W-RW02-062420-TEA	
Place Services, Inc.	KY-NC-GC03-062420-PLS	
Place Services, Inc.	KY-NC-E01-062420-PLS	
The Lusk Group	KY-NC-RW01-062420-LMC	
The Lusk Group	KY-NC-E02-062420-LMC	
The Lusk Group	KY-W-RW01-062420-LMC	
Tecta America Corp.	KY-NC-RW02-062420-TEA	
Tecta America Corp.	KY-E-RW02-062420-TEA	
Triton Services, Inc.	KY-NC-HVAC01-062420-TRS	
The Lusk Group	KY-W-GC03-062420-LMC	
The Lusk Group	KY-E-HVAC01-062420-LMC	
The Lusk Group	KY-E-E02-062420-LMC	
The Lusk Group	KY-NC-GC05-062420-LMC	
The Lusk Group	KY-E-GC03-062420-LMC	
Place Services, Inc.	KY-W-E01-062420-PLS	
Place Services, Inc.	KY-W-GC01-062420-PLS	
Place Services, Inc.	KY-E-E01-062420-PLS	
Triton Services, Inc.	KY-NC-GC01-062420-TRS	
The Lusk Group	KY-W-HVAC01-062420-LMC	
F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-NC-GC04-062420-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-W-GC02-062420-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-E-GC02-062420-FHP	
The Lusk Group	KY-NC-HVAC02-062420-LMC	

**SOURCEWELL  
STATE OF MINNESOTA**



Member Thiel moved the adoption of the following Resolution:

**RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS**

**12/20/2022**

**Resolution No. 2022-34**

**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 Nagel 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*

9BEF5D6F88D140B...

Clerk to the Board of Directors



APPENDIX A

**SOURCEWELL PROCUREMENT DEPARTMENT**  
**BOARD ITEMS - Decemberr 2022**

<b>CONSENT AGENDA ITEMS</b>	<b>Requesting Board permission to Solicit the following categories:</b>
	NONE
	<b>Requesting Board permission to Re-Solicit the following categories:</b>
	Scoreboards, Digital Displays, and Video Boards with Related Services
	Recycling and Repurposing Equipment
	Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage Systems
Employee Financial Wellness Programming and Related Employer-Sponsored Financial Solutions	

<b>CONSENT AGENDA ITEMS</b>	<b>NEW CONTRACTS</b>		
	<b>Supplier Name</b>	<b>Contract Number</b>	<b>Solicitation Title</b>
	Axon Enterprise, Inc.	092722-AXN	"Conducted Energy Weapons"
	Phazzer, LLC	092722-PZR	"Conducted Energy Weapons"
	Caterpillar, Inc.	092222-CAT	"Electrical Energy Power Generation Equipment with Related Parts, Supplies and Services"
	Cummins, Inc.	092222-CMM	"Electrical Energy Power Generation Equipment with Related Parts, Supplies and Services"
	Generac Power Systems	092222-GNR	"Electrical Energy Power Generation Equipment with Related Parts, Supplies and Services"
	Kohler Company	092222-KOH	"Electrical Energy Power Generation Equipment with Related Parts, Supplies and Services"
	MTU Americas dba Rolls-Royce Solutions America, Inc.	092222-RYC	"Electrical Energy Power Generation Equipment with Related Parts, Supplies and Services"
<b>CONTRACT EXTENSIONS</b>			
<b>Supplier Name</b>	<b>Contract Number</b>	<b>Solicitation Title</b>	
<b>Company Name</b>	<b>Contract Number</b>	<b>State - Region - Type of Work</b>	
Ernst & Young Advisors	101718-EYG	"Wireless Technology Infrastructure Consultative Services"	
W.W. Grainger, Inc.	121218-WWG	"Facility MRO, Industrial & Building Supplies with Related Equipment, Accessories, Supplies & Services"	
CNH Industrial	032119-CNH	"Heavy Construction Equipment with Related Accessories, Attachments, and Supplies"	
Hyundai Construction Equipment	032119-HCE	"Heavy Construction Equipment with Related Accessories, Attachments, and Supplies"	
Komatsu America Corp.	032119-KOM	"Heavy Construction Equipment with Related Accessories, Attachments, and Supplies"	
Volvo, LLC	032119-VCE	"Heavy Construction Equipment with Related Accessories, Attachments, and Supplies"	
SHI International Corp.	081419-SHI	"Technology Catalog Solutions"	
CDW Government, LLC	081419-CDW	"Technology Catalog Solutions"	
GovConnection, Inc.	081419-GVC	"Technology Catalog Solutions"	
Colonial Life & Accident Insurance	100319-CLA	"Group Employee Benefits and Related Services"	
National Cooperative Leasing	011620-NCL	"Tax-Exempt Municipal Leasing with Related Services"	
Staples Contract & Commercial	012320-SCC	"Office Supply Catalog Solutions"	
<b>NEW IDIQ CONTRACTS</b>			
<b>IDIQ Contract Extensions</b>			
<b>Company Name</b>	<b>Contract Number</b>		
Lee Construction and Maintenance Company	TX-NT-EC-101619-LCM		



# Caterpillar Sourcewell Member Discounts

EXHIBIT 1

All Discounts listed are for "Standby Ratings only unless otherwise stated".

NOTE: Due to global supply chain cost increases:

1. All new generators are subject to a commodity surcharge of up to 20%.

Stationary Diesel	List Price Discount
<b>C2.2, 60 HZ, 40 - 60 kW Diesel (Reference the "PSNA-EPG-F_C2.2PGABR" Caterpillar Price List)</b>	
D20 - 20 kW	19%
D25 - 25 kW	19%
D30 - 30 kW	19%
<b>C4.4, 60 HZ, 40 - 60 kW Diesel (Reference the "PSNA-EPG-F_C4.4LCABR" Caterpillar Price List)</b>	
D40 - 40 kW	31%
D50 - 50 kW	31%
D60 - 60 kW	31%
<b>C4.4, 60 HZ, 80 - 100 kW Diesel (Reference the "PSNA-EPG-F_C4.4PGABR" Caterpillar Price List)</b>	
D80 - 80 kW	31%
D100 - 100 kW	31%
<b>C4.4 GC, 60 HZ, 200 - 300 kW Diesel (Reference the "C4.4 GCABR" Caterpillar Price List)</b>	
D40 - 40 kW	31%
D50 - 50 kW	31%
D60 - 60 kW	31%
D80 - 80 kW	31%
D100 - 100 kW	31%
<b>C7.1, 60 HZ, 125 - 200 kW Diesel (Reference the "PSNA-EPG-F_C7.1PGABR" Caterpillar Price List)</b>	
D125 - 125 kW	35%
D150 - 150 kW	35%
D175 - 175 kW	35%
D200 - 200 kW	35%
<b>C7.1 GC, 60 HZ, 200 - 300 kW Diesel (Reference the "C9 GCABR" Caterpillar Price List)</b>	
D125 - 125 kW	31%
D150 - 150 kW	31%
D175 - 175 kW	31%
D200 - 200 kW	31%
<b>C9, 60 HZ, 200 - 300 kW Diesel (Reference the "PSNA-EPG-F_C9PGAM" Caterpillar Price List)</b>	
200 kW	33%
250 kW	37%
300 kW	37%
<b>C9 GC, 60 HZ, 200 - 300 kW Diesel (Reference the "C9 GCABR" Caterpillar Price List)</b>	
250 kW	31%
300 kW	31%
<b>C13, 60 HZ, 350 - 400 kW Diesel (Reference the "PSNA-EPG-F_C13PGAM" Caterpillar Price List)</b>	
350 kW	37%
400 kW	37%
<b>C13 GC, 60 HZ, 350 - 400 kW Diesel (Reference the "C13 GCABR" &amp; "C13 GCAM" Caterpillar Price List)</b>	
350 kW	31%
400 kW	31%
<b>C15, 60 HZ, 350 - 500 kW Diesel (Reference the "PSNA-EPG-F_C15PGAM" Caterpillar Price List)</b>	
350 kW	37%
400 kW	37%
450 kW	37%
500 kW	37%
<b>C15 GC, 60 HZ, 350 - 500 kW Diesel (Reference the "C15 GCABR" &amp; "C15 GCAM" Caterpillar Price List)</b>	
350 kW	31%
400 kW	31%
450 kW	31%
500 kW	31%
<b>C18, 60 HZ, 550 - 750 kW Diesel (Reference the "PSNA-EPG-F_C18PGAM" Caterpillar Price List)</b>	
550 kW	37%
600 kW	37%
650 kW	33%
700 kW	33%
750 kW	33%

**EXHIBIT 1**

<b>C18 GC, 60 HZ, 550 - 600 kW Diesel (Reference the "C18 GCAM" Caterpillar Price List)</b>	
550 kW	31%
600 kW	31%
<b>C18, 60 HZ, EPA Tier 4f, - 455 KW Diesel (Reference the "PSNA-EPG-F_C18PKAM" Caterpillar Price List)</b>	
455 kW Prime Power	20%
500 kW	20%
<b>C27, 60 HZ, 750 - 800 kW Diesel (Reference the "PSNA-EPG-F_C27PGBG" Caterpillar Price List)</b>	
750 kW	32%
800 kW	32%
<b>C32, 60 HZ, 1000 - 1250 kW Diesel (Reference the "PSNA-EPG-F_C32PGDG" Caterpillar Price List)</b>	
1000 kW	33%
1250 kW	34%
<b>C27 GC, 60 HZ, 800 kW Diesel (Reference the "V12 GCAG" Caterpillar Price List)</b>	
D800 - 800 kW	31%
<b>C32 GC, 60 HZ, 1000-1250 kW Diesel (Reference the "V12 GCAG" Caterpillar Price List)</b>	
D1000 - 1000 kW	31%
D1250 - 1250 kW	31%
<b>3512C, 60 HZ, 1500 - 1750 kW Diesel (EPA Tier 2 &amp; CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use) (Reference the "PSNA-EPG-F_3512PGFL" Caterpillar Price List)</b>	
1500 kW	36%
1750 kW	34%
<b>3516C/3516E, 60 HZ, 2000 - 3000 kW Diesel (EPA Tier 2 &amp; CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use) (Reference the "PSNA-EPG-F_3516PGFL" Caterpillar Price List)</b>	
2000 kW	40%
2500 kW	36%
2750 kW	33%
3000 kW	33%
<b>3516C-HD, 60 HZ, 2000 - 2500 kW Diesel (EPA Tier 4) (Reference the "PSNA-EPG-F_3516PGFL" Caterpillar Price List)</b>	
2000 kW	19%
2500 kW	19%
<b>C175-16, 60 HZ, 3000 kW Diesel (EPA Tier 2 for Mobile and Stationary Use) (Reference the "C175-PGAL" Caterpillar Price List)</b>	
3000 kW	29%
<b>C175-16 T4F, 60 HZ, 3000 kW Diesel (EPA Tier 4) (Reference the "C175-PGAL" Caterpillar Price List)</b>	
3000 kW	19%
<b>C175-20, 60 HZ, 4000 kW Diesel (EPA Tier 2 for Mobile and Stationary Use) (Reference the "C175-PGAL" Caterpillar Price List)</b>	
4000 kW	24%
<b>50 - 60 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G80PGAM" Caterpillar Price List)</b>	
DG50 - 80 kW	31%
<b>100 - 200 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G200PGABR" Caterpillar Price List)</b>	
DG100 - 200 kW	19%
<b>100 - 150 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G150PGAM" Caterpillar Price List)</b>	
DG100 - 150 kW	35%
<b>175 - 300 kW Olympian Natural Gas (Reference the "PSNA-EPG-F_GASOLYGN" Caterpillar Price List)</b>	
<b>175 - 300 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F-G14.2 PGAN" Caterpillar Price List)</b>	
DG175 - 175 kW	26%
<b>350 - 450 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F-G21.9 PGAM" Caterpillar Price List)</b>	
DG350 - 350 kW	26%
DG400 - 400 kW	26%
DG450 - 450 kW	26%
Caterpillar: Confidential Green	
<b>CG18, 60 Hz, 350 - 500 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F-CG18 PGAM" Caterpillar Price List)</b>	

DG350 - 350 kW	23%
DG400 - 400 kW	23%
DG450 - 450 kW	23%
DG500 - 500 kW	23%
<b>G3412, 60 HZ, 375 - 500 kW Natural Gas (Reference the "PSNA-EPG-F_G3412NPG/NGG" Caterpillar Price List)</b>	
375 kW	22%
450 kW	20%
500 kW	22%
<b>G3512 60 HZ, 750 - 1000 kW Natural Gas (Reference the "PSNA-EPG-F_G3512NPL" Caterpillar Price List)</b>	
750 kW	22%
1000 kW	22%
<b>G3512 60 HZ, 1500kW Natural Gas G3512 HNL</b>	
1500kw	20%
<b>G3516 NQL</b>	
1500kw	22%
<b>G3516 60 HZ, 750 - 1000 kW Natural Gas, Landfill Gas, &amp; Biogas (Ratings Depend on Selection) (Reference the "PSNA-EPG-F_G3516BNPL" Caterpillar Price List)</b>	
Removed	18%
<b>G3516C 60 HZ, 1500 kW Natural Gas (Reference the "PSNA-EPG-F_G3516CNPL" Caterpillar Price List)</b>	
1500 kW	22%
<b>G3516A 60HZ (Reference the "PSNA-EPG-F_G3516ANQL" Caterpillar Price List)</b>	
All	20%
<b>G3516H 60 HZ, 1966 kW Natural Gas (Reference the "PSNA-EPG-F_G3516HNPL" Caterpillar Price List)</b>	
1966 kW	20%
<b>G3520H 60 HZ, 2469 kW Natural Gas (Reference the "PSNA-EPG-F_G3520HNPL" Caterpillar Price List)</b>	
2469 kW	20%
<b>G3520 Fast Start 60 HZ, 2.0 - 2.6 MW Natural Gas (Reference the "PSNA-EPG-F_G3520NPL" Caterpillar Price List)</b>	
2.0 - 2.6 MW	22%
<b>G3520C 60 HZ, Natural Gas G3520CLGL and G3520CLPL</b>	
ALL	20%
<b>G3520H 60 HZ, Natural Gas G3520HNPL</b>	
ALL	20%
<b>CHP Solutions Packages HPS1500N, HPS2000N, HPS2500N</b>	
1.4 - 2.5 MW	20%
<b>G3520C 60 HZ, 1600 - 2055 kW Natural Gas (Reference the "PSNA-EPG-F_G3520CNPL" Caterpillar Price List)</b>	
Removed	20%
	20%
<b>CG132, CG170, CG260 (custom)</b>	
Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific generator sets. Each quote is custom for the specific application. However, members will receive a 15% discount off of the configured list price from each member's local dealer.	
	15%
<b>XQ35, 60 HZ, 35 kVA Prime Diesel (EPA Tier 4 Final &amp; CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ35BM" Caterpillar Price List)</b>	
27 kW Prime Power	21%
30 kW	21%
<b>XQ60, 60 HZ, 59 kVA Prime Diesel (EPA Tier 4 Final &amp; CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ60BM" Caterpillar Price List)</b>	
48 kW Prime Power *Temporarily Discontinued	21%
Caterpillar: Confidential Green	
<b>XQ125, 60 HZ, 125 kVA Prime Diesel (EPA Tier 4 Final &amp; CARB Emissions Certified (Non-road))</b>	

EXHIBIT 1

(Reference the "PSNA-EPG-F_XQ125BM" Caterpillar Price List)	
100 kW Prime Power *Temporarily Discontinued	21%
110 kW *Temporarily Discontinued	21%
<b>XQ230, 60 HZ, 230 kVA Prime Diesel (EPA Tier 4 Final &amp; CARB Emissions Certified (Non-road))</b>	
(Reference the "PSNA-EPG-F_XQ230BM" Caterpillar Price List)	
182 kW Prime Power	21%
200 kW Prime Power	21%
<b>XQ330, 60 HZ, 330 kVA Prime Diesel (EPA Tier 4 Final &amp; CARB Emissions Certified (Non-road))</b>	
(Reference the "PSNA-EPG-F_XQ425BM" Caterpillar Price List)	
264 kW Prime Power	21%
288 kW Prime Power	21%
<b>XQ425, 60 HZ, 425 kVA Prime Diesel (EPA Tier 4 Final &amp; CARB Emissions Certified (Non-road))</b>	
(Reference the "PSNA-EPG-F_XQ425BM" Caterpillar Price List)	
340 kW Prime Power	21%
<b>XQ570, 60 HZ, 570 kVA Prime Diesel (EPA Tier 4 Final &amp; CARB Emissions Certified (Non-road))</b>	
(Reference the "PSNA-EPG-F_XQ570BG" Caterpillar Price List)	
455 kW Prime Power	21%
<b>XQ1140, 60 HZ, 1140 kVA Prime Diesel (EPA Tier 4 Final &amp; CARB Emissions Certified (Non-road))</b>	
(Reference the "PSNA-EPG-F_XQ1140BG" Caterpillar Price List)	
910 kW Prime Power	21%
<b>XQ2280, 60 HZ, 2280 kVA Prime Diesel (EPA Tier 4 Final &amp; CARB Emissions Certified (Non-road))</b>	
(Reference the "PSNA-EPG-F_XQ1140BG" Caterpillar Price List)	
1825 kW Prime Power	21%
<b>Switchgear (customizable)</b>	12%
<i>Due to the customization and plethora of options, it is not feasible to provide a paper price list for Cat switchgear. However, members will receive a <b>12% discount</b> off of the configured list price from each member's local dealer.</i>	
<b>Epic (Reference the "PSNA-EPG-F_CATEPICG" Price List)</b>	
Epic - Master Control Panel	10%
Epic - Generator Control Panel	10%
Epic - Utility Control Panel	10%
<b>Supervisory Control Panel (Reference the "PSNA-EPG-F_CATSCPN" Price List)</b>	
EMCP 4.4 SCP	10%
<b>Hybrid Products (Reference the "PSNA-EPG-F_CATSCPN" Price List)</b>	
All Hybrid Products	22%
<b>Energy Storage System</b>	
XES01AN	21%
<b>ATS (AUTOMATIC TRANSFER SWITCHES) (Reference the "ATS 2022" Price List)</b>	
235 ATS's Available	20%

## Caterpillar Sourced Goods & Support Services Multiplier

Sourced Goods & Support Service Provided	Sourcewell Member Pricing
Custom Shop Work	5% off list price / typical sale price if no list price is available
Installation	5% off list price / typical sale price if no list price is available
Engineering Services	5% off list price / typical sale price if no list price is available
Delivery/Freight	5% off list price / typical sale price if no list price is available
Training	5% off list price / typical sale price if no list price is available
Custom Enclosure	5% off list price / typical sale price if no list price is available
Custom Fuel Tank	5% off list price / typical sale price if no list price is available
Custom ATS	5% off list price / typical sale price if no list price is available
Dealer Labor	5% off list price / typical sale price if no list price is available
Additional/Custom Parts	5% off list price / typical sale price if no list price is available
General Contracting Labor	5% off list price / typical sale price if no list price is available
Extended Service Contracts	5% off list price / typical sale price if no list price is available
Maintenance Agreements	5% off list price / typical sale price if no list price is available

## Electrical Energy Power Generation with Related Parts, Supplies, and Services.

## **Caterpillar Used Equipment Multiplier**

Every used product will receive the new product family member discount plus at least a 10% discount

**Electrical Energy Power Generation with Related Parts, Supplies, and Services.**



## Caterpillar Rental Agreements Product & Services Multiplier

### Sourced Good or Support Service Provided

Rental Agreements

### Sourcewell Member Pricing

10% off dealer list price

**Electrical Energy Power Generation with Related Parts, Supplies, and Services.**

# EXHIBIT 1

Product Name and Product Description	Unit of Issue	Ancillary Items (Sold Separately)	Microgrid Solution Commercial List Price	Power Analytics Cyber Secure Network List Price Add (Optional)	40 FT ISO Container List Price Add (Optional)	Quantity of BDPs	Quantity of 20 Foot Containers	Grand Total Commercial List Price <b>with Sourcewell Discount Applied</b> (Incl Optional Items)	Sourcewell Member List Price Discount
PV Panel (Solar Panels)	<p style="text-align: center;"><b>Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific components at this time.</b></p> <p style="text-align: center;"><b>For pricing and availability, Sourcewell members can contact their local Caterpillar Dealer.</b></p>								
Time Shift - 60 Hz ES 1.5 MW-hr, 1x20'	Each	N/A	\$ 1,309,989		N/A	1	1	\$ 1,021,791	22.00%
Time Shift - 60 Hz ES 3.0 MW-hr, 2x20'	Each	N/A	\$ 2,263,804		N/A	1	2	\$ 1,765,767	22.00%
Time Shift - 60 Hz ES 3.5 MW-hr, 2x20'	Each	N/A	\$ 2,507,909		N/A	1	2	\$ 1,956,169	22.00%
Time Shift - 60 Hz ES 4.0 MW-hr, 2x20'	Each	N/A	\$ 2,750,774		N/A	1	2	\$ 2,145,604	22.00%
Time Shift - 60 Hz ES 4.6 MW-hr, 3x20'	Each	N/A	\$ 3,257,104		N/A	1	3	\$ 2,540,541	22.00%
Time Shift - 60 Hz ES 5.1 MW-hr, 3x20'	Each	N/A	\$ 3,461,724		N/A	1	3	\$ 2,700,145	22.00%
Time Shift - 60 Hz ES 5.6 MW-hr, 3x20'	Each	N/A	\$ 3,705,829		N/A	1	3	\$ 2,890,547	22.00%
Time Shift - 60 Hz ES 6.1 MW-hr, 3x20'	Each	N/A	\$ 3,948,694		N/A	1	3	\$ 3,079,981	22.00%
Time Shift - 60 Hz ES 6.6 MW-hr, 3x20'	Each	N/A	\$ 4,191,559		N/A	1	3	\$ 3,269,416	22.00%
Time Shift - 60 Hz ES 7.1 MW-hr, 4x20'	Each	N/A	\$ 4,708,735		N/A	1	4	\$ 3,672,813	22.00%
Time Shift - 60 Hz ES 7.6 MW-hr, 4x20'	Each	N/A	\$ 4,903,749		N/A	1	4	\$ 3,824,924	22.00%
Time Shift - 60 Hz ES 8.1 MW-hr, 4x20'	Each	N/A	\$ 5,145,374		N/A	1	4	\$ 4,013,392	22.00%
Time Shift - 60 Hz ES 8.6 MW-hr, 4x20'	Each	N/A	\$ 5,389,479		N/A	1	4	\$ 4,203,793	22.00%
Time Shift - 60 Hz ES 9.1 MW-hr, 4x20'	Each	N/A	\$ 5,632,344		N/A	1	4	\$ 4,393,228	22.00%
Grid Stabilizer - 60 Hz PGS1260, 1x20', Power, 1000 kVA, 672 kWh, ~32 min	Each	N/A	\$ 990,332		N/A	1	1	\$ 772,459	22.00%
Grid Stabilizer - 60 Hz PGS840, 1x20', Power, 840 kVA, 448 kWh, ~25 min	Each	N/A	\$ 853,487		N/A	1	1	\$ 665,720	22.00%



**Caterpillar, Inc.**

**Electrical Energy Power Generation Equipment**

**#092222-CAT**

**THIS DOCUMENT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A PART OF THE CONTRACT BETWEEN SOURCEWELL AND SUPPLIER.**

If you would like to purchase off this contract or for questions regarding products and pricing, the Supplier Contact Information can be found at:

[Caterpillar Inc.: Contract 092222-CAT | Sourcewell \(sourcewell-mn.gov\)](#)

**Solicitation Number: RFP #092222****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 Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services from which Supplier was awarded a contract.

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

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 22, 2026, 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.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer used, 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 Sourcwell 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 Sourcwell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

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. Supplier may not enter into a contract with a U.S. Federal Government entity prior to obtaining necessary internal approvals and will 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.

B. 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 Supplier or its authorized subsidiary, distributor, dealer, or reseller. 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, 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 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 Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited

assignment will be invalid. Provided, however, that Caterpillar is permitted to subcontract certain of its rights and obligations to Caterpillar 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. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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

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

3. *Use; Quality Control.*

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

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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 Supplier's 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**

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell 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.

Sourcwell

Caterpillar Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...

DocuSigned by:  
*Jaime Mineart*  
8ED6778AD1EB44E...

By: \_\_\_\_\_

By: \_\_\_\_\_

Jeremy Schwartz

Jaime Mineart

Title: Chief Procurement Officer

Title: Vice President & General Manager  
Retail Electric Power Solutions

12/6/2022 | 4:51 PM CST

12/6/2022 | 6:57 PM PST

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coauette*  
7E42B8F817A64CC...

By: \_\_\_\_\_

Chad Coauette

Title: Executive Director/CEO

12/6/2022 | 8:58 PM CST

Date: \_\_\_\_\_

# RFP 092222 - Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

---

## Vendor Details

Company Name: Caterpillar  
Address: 5205 N O'Connor Blvd  
Irving, TX 75039  
Contact: Jaime Mineart  
Email: Mineart\_Jaime\_M@cat.com  
Phone: 309-208-8238  
Fax: 847-212-8020  
HST#:

## Submission Details

Created On: Thursday August 04, 2022 09:20:25  
Submitted On: Thursday September 22, 2022 11:48:50  
Submitted By: Jaime Mineart  
Email: Mineart\_Jaime\_M@cat.com  
Transaction #: 7d158290-a935-4ffc-acc0-efaa11d1bfb4  
Submitter's IP Address: 198.180.154.20

---

## 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):	<a href="https://www.caterpillar.com/">https://www.caterpillar.com/</a> , <a href="https://www.cat.com/en_US.html">https://www.cat.com/en_US.html</a>
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):	Authorized Rep: Jaime Mineart Title: Vice President & General Manager, Retail Electric Power Solutions Address: 5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039 Email: Mineart_Jaime_M@cat.com Phone: (309) 208-8238
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Primary Contact: Nicole Warnstedt Title: Territory Sales Manager Address: 5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039 Email: Warnstedt_nicole_a@cat.com Phone: (847) 212-8020
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Other Contact: Steve Turner Title: Americas Sales Manager, Retail Electric Power Solutions Address: 5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039 Email: Turner_Stephen_M@cat.com Phone: (309) 208-8238

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
-----------	----------	------------

<p>10</p>	<p>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>	<p>Caterpillar was founded in 1925 when two entrepreneurs merged their companies: Holt Manufacturing Company and C.L Best Tractor Company. The merger was a great success because the ethics of both men were focused on high quality products and the best customer support.</p> <p>The key to this satisfaction is two-fold: build the best products and empower our dealers to offer the best support. Through this combination, we are proud to prove that our products offer the best value to our customers regardless of where they are located.</p> <p>Caterpillar produced its first diesel engine in 1939. In 1953, Caterpillar created a division dedicated to the specific needs of a broad range of diesel engine customers, including power generation. In 2021, the Energy &amp; Transportation segment including all Power Generation divisions contributed more than \$20.2 Billion of revenue globally for Caterpillar Inc. with more than \$7.6 Billion in North America alone.</p> <p>Since the founding, Caterpillar Inc. has retained the culture of focusing on customer needs and supporting products after the sale. Our company culture is keenly focused on customer satisfaction and every employee realizes that a customer's experience using the product will determine whether he or she will purchase another one.</p> <p>Caterpillar has a robust Code of Conduct that can be found at Caterpillar   Code of Conduct   Caterpillar Values in Action. Here is a quote from Jim Umpleby, Caterpillar Chief Executive Officer, summarizing this code and its significance in Caterpillar culture. "We are proud that the people on our team come from across the globe, with diverse backgrounds, experiences, and perspectives. This diverse culture and character make us stronger. What unites us within this diversity is a common set of Values; that we are not just accountable for the work we do; we also care deeply about how we do it. Our Code of Conduct defines those Values in action –what we stand for and how we conduct ourselves with our customers, suppliers and one another. Its purpose is not to provide a set of rules that covers every situation or challenge we may face, but to guide us in living those values every day. The Code of Conduct explains what Integrity, Excellence, Teamwork, Commitment and Sustainability mean to us and how we use these Values to make sound, ethical decisions. Our Code of Conduct is one of the most important documents we produce at Caterpillar.</p> <p>We can prove measurable advantages in total owning and operating costs as well as tangible benefits in terms of standard safety features, telematic information sharing, and many training, and application support services offered by our dealers.</p>
<p>11</p>	<p>What are your company's expectations in the event of an award?</p>	<p>Caterpillar is honored to have served Sourcewell and its members who have purchased Cat construction equipment, work-tools, and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019. Caterpillar is the top contributor to generator sales in our current Power Generation and Services contract 120617-CAT. Together with the Machine contract, we look forward to the opportunity to further grow business and serve member needs together in this new Power Generation contract. With average 20-30% growth over the past 5 years, we will be dedicated to continuing with this annual growth.</p>

12	<p>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>	<p>Maintaining financial strength is a critical priority for Caterpillar. We receive debt ratings from the major credit rating agencies. Caterpillar is "mid-A" rated by S&amp;P and Fitch and has a "low-A" rating with a positive outlook from Moody's. Maintaining our "mid-A" credit rating is critical to our cash deployment priorities. Due to our prudent focus on financial strength, on a comparative basis Caterpillar has generally demonstrated higher profitability, lower leverage, and better liquidity than our competitor peer group. Our liquidity position is extremely strong with typically the highest percentage of cash as a percent of total assets on the balance sheet vs our competitors.</p> <p>Please see 2021 Investor Presentation which provides additional details about our financial position. The full text of the SEC filing documents can be found on our public website: <a href="https://investors.caterpillar.com/financials/sec-filings/default.aspx">https://investors.caterpillar.com/financials/sec-filings/default.aspx</a>.</p> <p>In 2021 full year sales and revenues were \$50.971B. Enterprise operating cash Flow was \$7.2B. During the year, the company paid dividends of \$2.33B and repurchased \$2.67B of Caterpillar common stock. Liquidity remained strong with an enterprise cash balance of \$9.25B at the end of 2021. After paying uninterrupted rising annual dividends for more than two decades, Caterpillar, Inc. (NYSE:CAT) reached the 27th consecutive year mark for inclusion in the elite group of companies designated as Dividend Aristocrats. In addition to a minimum of 25 consecutive years of dividend hikes, a company must be a component of the S&amp;P 500 index and must have a market capitalization of at least \$3B to qualify as a Dividend Aristocrat.</p>
13	<p>What is your US market share for the solutions that you are proposing?</p>	<p>Market share information beyond what is made publicly available through our annual reports is considered confidential. Market share data is not readily available within the industry. There are not many manufacturers offering products for the US and Canada that meet the required regulations. Caterpillar is a significant contributor to the overall Power Generation sector within the US and Canada.</p>
14	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>Market share information beyond what is made publicly available through our annual reports is considered confidential. Market share data is not readily available within the industry. There are not many manufacturers offering products for the US and Canada that meet the required regulations. Caterpillar is a significant contributor to the overall Power Generation sector within the US and Canada.</p>
15	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>No, Caterpillar has never filed for bankruptcy.</p>
16	<p>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.</p> <p>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?</p> <p>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>	<p>Caterpillar is a world class manufacturer which distributes products through a vast and capable dealer network. Our dealers are strong independent companies and in North America alone they have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application. We believe our dealers have the largest amount of service parts available in their inventory.</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. Caterpillar and each dealer have signed a sales and service agreement that outlines the specific expectations from both parties. In a broad overview, Caterpillar manufactures products and sells them to our dealers. The dealers then sell those products to customers. Caterpillar does not sell directly to state and local governments.</p> <p>Though we will sign this contract as a manufacturer, our 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. This is no different than sales occurring out the terms of this agreement.</p> <p>Caterpillar dealers heartily embrace the other Sourcewell contracts currently available to them (032119-CAT, 120617-CAT and 062320-CAT). They have all been trained on contract usage. In fact, the current Electric Power contract is leveraged by at least 75% 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	<p>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>	<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>

18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Caterpillar has not been suspended or disbarred in trading history.
----	--	---

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Please note: To list all the awards received in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2020, 2021 and 2022. Also note there are many global awards.</p> <p>Fortune Magazine #78 on the Fortune 500 2021                      Fortune Magazine World's Most Admired Companies                      World &amp; North America Dow Jones Sustainability Index                      Forbes Best Employers for diversity 2020 and 2021                      #82 Best Global Brands- Interbrand 2021                      The Wall Street Journal Best Managed Companies in 2020 and 2021                      The Wall Street Journal World's Most Sustainably Managed Companies                      Human Rights Campaign Foundation Corporate Equality Index                      Dow Jones Sustainability Index (World and North America) 21 years World's Most Sustainably Managed Companies – The Wall Street Journal United Way World Wide's Global Corporate Leadership Program                      U.S. President's Volunteer Service Award from Junior Achievement                      Corporate Equality Index – Human Rights Campaign Foundation                      CSR China Top 100 – the 4th CSR China Education Award (China) China CSR Excellence Award – China Philanthropy Times (China)                      Corporate Social Responsibility Research Center of Southern Weekly (China)                      Outstanding Contribution to Poverty Alleviation – China Foundation for Poverty Alleviation (China)                      2020 Global 500 – Fortune Magazine                      America's Most Responsible Companies 2020, 2021 &amp; 2022 – Newsweek                      Best-Managed Companies of 2020 &amp; 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 &amp; 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 &amp; Promotion Center (Japan)                      Hanada Award for WIN Akashi – Hyogo Women and Future Association (Japan)                      Hyogo Childcare Supporting Company Award (Japan)                      Science &amp; Technology Industry Summit: Outstanding Contribution – The Economic Observer (China)                      2020 China Good Companies: Industry Leadership – Jiemian.com (China)                      Cat® G3520 Fast-Response, Natural Gas Generator Set Earns Gold Award in Consulting-Specifying Engineer's 2021 Product of the Year Competition</p>
20	What percentage of your sales are to the governmental sector in the past three years	<p>The governmental and educational sector is extremely important to Caterpillar. We do not track government and education separately. However, it is safe to assume that the bulk of these sales is to state, county, municipal and special districts. We have a dedicated team to ensure success in this market. Overall, the percentage of our sales to non-federal government agencies varies between 7% and 15%.</p>

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 do not track government and education separately. However, it is safe to assume that the bulk of these sales is to state, county, municipal and special districts. We have a dedicated team to ensure success in this market. Overall, the percentage of our sales to non-federal government agencies varies between 7% and 15%.	*
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?	Cat dealers typically hold contracts with states and provinces. Additionally, we are contract holders with OMNIA. Just as we would never share Sourcewell transaction information with other cooperatives, we feel it is inappropriate to share volumes with those contracts.	*
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?	Listed below are the current Power Generation GSA contracts that Caterpillar holds: SIN 335999 Power Distribution Equipment: 2020=\$736,134 2021=\$1,353,905 2022 = as of today \$285,951 Contract Number: GS07F5666R (Future sales will be under new contract: GS30F0018U)	*

**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 *	
City of Ogden	Monica Kapp	801-430-2308	*
United Water Conservation District	Chris Hendricks	805-415-1554	*
Renewable Water Resources	Brent Rhymer	864-299-4000	*

**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 *	
City of Charlotte	Government	North Carolina - NC	A city local to North Carolina	Purchased 16 units (specific to EP products)	\$2,545,112	*
Manatee County	Government	Florida - FL	A county local to Florida	Purchased 9 units (specific to EP products)	\$1,463,479	*
Bonita Springs Utilities	Government	Florida - FL	A city local to Florida	Purchased 2 units (specific to EP products)	\$1,388,444	*
University of Florida	Government	Florida - FL	College in Gainesville, Florida	Purchased 3 units (specific to EP products)	\$1,199,583	*
City of Raleigh Public Utilities	Government	North Carolina - NC	Water and sanitary sewer services	Purchased one unit (specific to EP products)	\$1,034,177	*

**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 the most capable and highly trained in the 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. This person is offered additional in-depth training on Sourcewell and ensures that all contract terms are followed. In addition, dealers also have electric power specialists located in house to work with customers on all aspects of their power generation business.</p> <p>In North America, our dealers employ more than 53,000 people across the machine, energy, parts and service divisions. The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5-8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the-scenes" to ensure industry leading product design, up to date product information, and maintaining the ease of doing business in an increasingly connected marketplace.</p>
27	Dealer network or other distribution methods.	<p>The Cat dealer network is key to the success of our company. Within Canada and the United States, we have more than 800 dealer owned locations that sell and rent equipment. Please refer to our directory listing of Cat dealer locations and locations map in the attached "Cat Dealer Directory". Cat dealers are independently owned and many cover an entire state or province. In some cases, dealers cross state/provincial boundaries, and in other cases, more than one dealer will be located in a state). Each dealer has multiple branches and a mobile service fleet that 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 and customers in the governmental industry. Dealers have trained specialists that cover many industries. Many of our dealer sales reps sell more than 50% of their sales through Sourcewell. To support these dealers and specialists in the field, Caterpillar has an electric power division with 30+ dedicated electric power territory managers dedicated to training and focused on the electric power industry. To help with Sourcewell sales, we have a dedicated sales rep, Nicole Warnstedt, who is expert on co-operative purchasing for the power generation group as well as an intern to assist with day to day tasks. Caterpillar also pulls together the electric power specialists into a Dealer Advisory group to have a continuous feedback loop on industry trends and to collaborate on future new product introductions.</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 their product support sales reps are well versed in working with government entities.</p> <p>Please refer to the Cat dealer locations list and map included in "Additional Documents".</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 people 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 "Think Big", we are able to keep the pipeline of high quality employees full.</p> <p>In addition to the technicians and mechanics that work on the generators directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time. Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support.</p> <p>The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5-8 Caterpillar parts/service employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhere to and repair questions are answered quickly. Historically, we have exceeded 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"> <li>1) When a member decides to purchase a new Cat Generator, they include the contract number and their Sourcewell member number on the Purchase Order they issue to the Cat dealer.</li> <li>2) The Cat dealer then accepts the PO, issues the invoice, accepts payment and delivers the generator.</li> <li>3) After the generator has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claims with Caterpillar.</li> <li>4) At month end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administrative fee.</li> </ol> <p><b>IMPORTANT NOTE:</b> 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. Should a customer ever have a problem or issue with a generator, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, Caterpillar has a standard warranty to address. 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>With an abundance of Caterpillar Network service locations (over 468 locations) including an estimated sales and service team of 53,000, 8,000 service bays, and 8,500 field service trucks, our highly skilled/trained Caterpillar dealer technicians are in close proximity to Sourcewell customers within the US and Canada. The Caterpillar network provides unmatched service capabilities to meet customer servicing requirements.</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>Depending on a customer's needs, they may choose to handle service issues themselves, in conjunction with their dealer, or they may ask their dealer to handle them entirely. To meet the varying desires of each customer, Caterpillar offers a wide range of service programs:</p> <ul style="list-style-type: none"> <li>-Cat Inspect</li> <li>-Condition Monitoring</li> <li>-Customer Support Agreements</li> <li>-S-O-S Services (fluid analysis)</li> </ul>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are happy to serve all geographic areas and all Sourcewell member sectors with in the United States with our complete product and service offerings. Caterpillar has successfully utilized Sourcewell to sell generators in all states.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are happy to serve all geographic areas and all Sourcewell member sectors within Canada with our complete product and service offerings. In fact, we see the Canadian market as a significant growth opportunity for Sourcewell use and are actively encouraging its use. Caterpillar currently has Canada Sourcewell growth in our Canada Dealer's 2023 Growth Plans. We have gained momentum with our current contract 120617-CAT in Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are happy 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 happy 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 any other cooperative purchasing 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>Caterpillar is committed to cooperating with Sourcewell to fully and continually train our 53,000+ management and sales staff within the dealer network to ensure maximum awareness and embracement of our Sourcewell contract. To show our commitment, we have engaged to deploy the proven ability of the Government Solutions Team, LLC (GST) of Lebanon, Tennessee to train and further support our sales management and dealer network in the event of a contract award in this RFP process. GST's extensive knowledge and understanding of the Sourcewell statues, history and processes will be our continual priority in the support and education of our distribution channel. GST builds Sourcewell awareness and enthusiasm within our dealer network. Consistent remote and on-site dealer training at regional and national dealer meetings will continue to lead to exemplary sales growth of our proposed Sourcewell contract. GST also staffs a Dealer Support Specialist who is dedicated to assisting sales reps with their questions and needs. Caterpillar is also listed as a strategic supplier partner for National Cooperative Purchasing Partners (NCP), the professional association for cooperative procurement.</p> <p>Documentation and training regarding Sourcewell projects are available on our internal dealer website. Caterpillar also does onsite and virtual training for dealers to educate and drive Sourcewell growth.</p> <p>Our current marketing strategy with Sourcewell contract 120617-CAT proves to be effective with year-over-year sales growth. Since inception of Caterpillar's Sourcewell contracts, 3,015 Caterpillar generators have been sold leveraging the Sourcewell contract. Should we be fortunate enough to be awarded a contract for Energy Generation in response to RFP #092222, we will proudly announce the award publicly through our multiple customer-facing touchpoints to include but not limited to:</p> <ol style="list-style-type: none"> <li>1) Press Release</li> <li>2) Announcement in monthly Electric Power customer e-newsletter:</li> <li>3) Feature on cat.com cooperative purchasing focused webpage: <a href="https://www.cat.com/en_US/articles/electric-power/sourcewell-cooperative-purchasing.html">https://www.cat.com/en_US/articles/electric-power/sourcewell-cooperative-purchasing.html</a></li> <li>4) Announcement on Cat Electric Power social media channels (FB, LinkedIn, Twitter)</li> <li>5) Sourcewell promotion at industry events we attend where the audience includes non-profits and government within the SLED market including schools, landfill, and water/sewer treatment applications. Examples of 2022 events where GST representatives attended in support of Caterpillar and Sourcewell included American Public Works Association (PWXA), Wastecon, WasteExpo, Water Environment Federation's Technical Exhibition and Conference (WEFTEC), Government Fleet Expo (GFX), National Institute of Government Procurement (NIGP), California Association of Public Procurement Officials (CAPPO), National Association of County Engineers (NACE) and American Public Works Association (APWA) Snow Conference.</li> <li>6) Update promotional literature</li> <li>7) Dealer awareness promotional events</li> </ol>
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 emerging technologies to reach our customers. We manage several social media platforms and can target governmental segments. We also look at past purchase history and financing information to recognize in advance when customers may be considering replacing machines they own.</p> <p>Caterpillar has teams of people who handle leads from Cat.com to grow and enhance online presence. Cat Electric Power has an online portal that has ability for customers to size a unit and view inventory. Our dealers have resources for lead generation from third party databases to understand which opportunities are coming in the governmental and non-profit section. Our dealers utilize these resources plus Caterpillar Inc. resources to focus and drive and understand pipeline of opportunity that we can promote the Sourcewell solution through.</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>We enable customers to size and configure our less complex products, view available inventory, and engage dealers online at power.cat.com. Our larger products are complex and often custom-configured. A consultative salesperson is integral to ensuring that generator sets are configured and built to perform well in their expected duties. For this reason, we only include our less complex products online. We encourage our independent dealers to offer options beyond those from Caterpillar. Sourcwell members are free to use those options.</p>
----	---	---

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell 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. All Caterpillar operation and maintenance manuals provided with our equipment have instructions for safe operation of our equipment. 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 if 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>

41	Describe any technological advances that your proposed products or services offer.	<p>Technology is a key product differentiator for Caterpillar. To describe each of them in detail would expand the length of this response beyond a reasonable level. For brevity, key technologies specific to products in this RFP are listed below. More details are available on our product pages on <a href="http://www.cat.com">www.cat.com</a>.</p> <ol style="list-style-type: none"> <li>1. Cat Remote Asset Monitoring and telematics are available on every generator. Generators smaller than C32 come equipped with Product Link devices which allow ease of setup for monitoring. This allows customers and dealers to monitor generator health and operation with the intent of early issue detection. Through our proprietary fleet monitoring software, we are leaders in using technology to prevent unexpected downtime.</li> <li>2. Caterpillar has invested in controller technology for generators, offering our EMCP 4.4 control panel for most generator offerings. This controller has an easy-to-use interface and allows for paralleling of multiple units, creating redundancies and allowing customers even more protection against outages.</li> <li>3. Caterpillar equips every Tier 4 Interim/Stage IIIB engine with ACERT™ technology with an ideal combination of electronic, fuel, air and aftertreatment components, based on engine size, the type of application and the geographic location in which it will work. Applying technologies systematically and strategically optimizes them to meet our customers' high expectations for productivity, fuel efficiency, reliability, and service life. The right technology fine-tuned for the right application results in improved fuel efficiency, boosted power and performance across applications, no additional space requirements, and reduced emissions with up to 90 percent reduction in particulate matter (pm) and 50 percent reduction in oxides of nitrogen (NOx).</li> <li>4. As the global climate changes, more companies are turning to sustainable solutions to help lower their carbon footprint. Renewable hydrogen and hydrogen blends are among several alternative fuels customers are considering achieving their sustainability goals. Leveraging 35 years of expertise in hydrogen technologies across multiple end markets, Caterpillar continues to improve the performance of hydrogen-fueled power technologies with minimal impacts on maintenance costs and schedules, availability, and operations.</li> <li>5. Caterpillar offers a full range of Cat® Microgrid projects from 10kW to 100MW through our global dealer network. The projects would include an integrated or standalone solution using solar, energy storage and/or diesel/gas generator sets. We can also offer monitoring services for our projects. The solutions are all module and scalable. Our CAT dealers can offer product upgrades, financing services, warranties, service agreements, and parts availability. We will customize our microgrid technologies to meet your business and industry needs.</li> <li>6. In 2022, Caterpillar acquired Tangent Energy Solutions, an Energy-as-a-service company. Tangent provides customers with turnkey solutions for reducing energy costs, increasing energy efficiency, reducing emissions, monetizing electric grid support and providing resiliency for customer operations. Tangent Energy's proprietary software solutions monitor patterns from grid and client facilities, analyze opportunities in energy markets, and then dispatch resources to maximize return without disrupting normal business operations.</li> </ol>
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>At Caterpillar, sustainability is an important commitment to building a better world. Sustainability is part of who we are and what we do every day - it is one of Caterpillar's core values. We recognize progress involves a balance of environmental stewardship, social responsibility, and economic growth.</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. Caterpillar is a proud 20-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. For more on sustainability at Caterpillar, please visit our 2021 Sustainability Report found at <a href="#">Caterpillar   2021 Sustainability Report</a>.</p> <p>Caterpillar has recently acquired Tangent Energy Solutions. Tangent is an energy-as-a-service company that provides expertise to customers in structuring and developing projects that monetize their power generation assets. This capability increases a customer's financial rationale for new installations and, at the same time, increases power reliability and supports their ESG (Environmental, Social and Governance) initiatives. This investment increases our ability to participate in the growing utility sector and sell more electric power products. Electrification and Decarbonization are major growing trends in our energy space. Tangent can help with the reliability of power that customers are looking for while simplifying the power systems as we move forward through this Energy Transition</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"> <li>1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018</li> <li>2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021</li> <li>3) Mapleton - 14001:2004 self-certification issued Jan 2013</li> <li>4) Reman Services - Corinth MS - ISO 14001-2015- Sept. 2021</li> <li>5) Reman Services - Franklin - ISO 14001:2004-May 2017</li> </ol> <p>Certifications specific to EP product manufacturing:</p> <ol style="list-style-type: none"> <li>1) Lafayette, IN – ISO 9001: 2015- Nov 2020</li> <li>2) Griffin, GA – ISO 9001:2015 – Feb 2021</li> <li>3) Seguin, TX- ISO 9001:2015</li> </ol>
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Two CAT dealers in NA are owned by women: Foley Equipment, with territory primarily in Kansas and Missouri; and Cashman Equipment based in Nevada. In addition to these two owners, there are 31 other women in our NA 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 Award 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 divers 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>A full report on Caterpillar Diversity and Inclusion can be found at Caterpillar   Caterpillar 2021 Diversity &amp; Inclusion Report Highlights Progress with Growth in Diverse Populations.</p>

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><b>BEST OVERALL VALUE / LOWEST LIFE CYCLE COST:</b>  CAT products deliver the best value for the money. We are happy to demonstrate to customers that our generators 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><b>EXTENDED SERVICE COVERAGE</b>  To show the value that we place on this proposed contract, we will continue to offer a complimentary Gold and Platinum Extended Service Coverage on most models when purchased through the Sourcewell contract. Details on these offerings can be found in flyers included in Attachments.</p> <p><b>CAT SAFETY SERVICES / SAFETY FEATURES:</b>  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 generator has industry-leading features that strive to minimize the possibility for accidents. Some examples include:</p> <ul style="list-style-type: none"> <li>- UL2200 Certified – all units include guards over rotating compartments, safety shutdowns and alarms, and grounded wiring installations among many other safety features</li> <li>- Emergency Stop Button</li> <li>- Enclosures are lockable to allow human contact to be avoided</li> <li>- XQ Product has separated control panel to allow a member to not have to go in enclosure to make generator adjustments</li> <li>- XQ also has cover over customer connections and circuit breaker trips when opened.</li> <li>- NFPA 110 – Level 1 Life Safety saves lives of people who are in hospitals, nursing homes, etc. by requiring startup in X seconds.</li> <li>- IBC – certified against earthquakes</li> </ul> <p>All certifications on our products are listed here: AS1359, CSA C22.2 No100-04, UL142, UL489, UL869, UL2200, NFPA37, NFPA70, NFPA99, NFPA110, IBC, IEC60034-1, ISO3046, ISO8528, NEMA MG1-22, NEMA MG1-33, 2006/95/EC, 2006/42/EC, 2004/108/EC.</p> <p>Caterpillar Safety Services offers culture, jobsite and leadership assessments; safety and leadership training workshops; and a comprehensive continuous improvement process through consultative services. Services are facilitated by Safety Services consultants and training products can be purchased for self-implementation. Details on products and services are available at <a href="http://www.cat.com/safety">www.cat.com/safety</a>.</p> <p><b>DEALERSHIP ATTRIBUTES:</b>  Back up power is a critical asset of many Sourcewell members. Caterpillar dealers bring a unique solution to provide second to none service to our customers. Unlike competitors, our dealers own their own rental fleet and make available as needed. Even with stationary products, we have options to provide back up rentals to best serve Sourcewell's members when emergencies occur. Our vast dealer network with 800 locations is positioned to service both urban and rural areas throughout the US and Canada.</p> <p><b>PRODUCT ATTRIBUTES:</b>  Over the last five years, Caterpillar has invested in a product that is lower capex cost for the public and non-profit industry sector. This new line of generators, our GC models, involved a redesign of 15 of our current generator offerings, which created an average cost reduction of 10-15%. The cost savings is driven by offering fewer options on these models without sacrificing Caterpillar quality.</p>
----	---	--

**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?	Yes. Caterpillar has the most extensive warranty coverage in the industry. We cover all products, parts and labor with fewer exclusions than our competitors. Please see our "EP Warranty Statement SELF5731-01."	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We are pleased to say that our warranties cover defects in material and workmanship for the time specified in the policy when the equipment is used as per design intent.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Caterpillar warranties cover the cost of replacement parts and the labor to install them. They sometimes cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.	*
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?	We have no geography restrictions on warranty repairs. One of our key differentiating strengths is our ability to service equipment regardless of where it is located.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty service for generator ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as battery chargers, are covered under their manufacturers' warranties	*
51	What are your proposed exchange and return programs and policies?	We warrant that upon delivery our products will be free from defects in material and workmanship and will operate as intended. If they are not, we will make any necessary corrections.	*
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 and at least equal to local competition. More solutions are available and we encourage members and dealers to explore all options.</p> <p>Customer Value Agreements (CVA's):  A member may choose to enter an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member's situational and local needs, including some standard options as well. For instance, all units under 1250kW have standard parts kits available. Examples of options that can be included in a CVA are:</p> <ol style="list-style-type: none"> <li>1. Condition Monitoring</li> <li>2. Load Bank Testing</li> <li>3. Extended Service Coverages</li> </ol> <p>CVA's are a useful tool for members to better manage their budget. Most CVA's are bundled at the time of purchase; however, they may be added at any time.</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 vary, but all will be agreed upon at the PO level.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Caterpillar's wholly owned subsidiary, Caterpillar Financial offers Sourcewell members leasing and finance products at below market interest rates. The total interest charged is normally less than the total cost of issuing a bond. Often these leasing/financing options may not require voter approval as with bond issuance. These products also let Sourcewell members cancel their contracts without penalty (on the last day of the appropriations period) if funding is not approved for the following year. Lending terms and conditions are transparent to all Sourcewell members upon quotation.	*
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.	Our pricing model is simple. We offer a deep discount off the current generator list prices to all Sourcwell members.  Overall pricing from published list price is discounted up to 40% with an average of 27% overall. Specific discounts apply to each diesel or natural gas platform product line. Services, used products, rental agreements, and microgrid solutions are also included at different discounting levels. We have provided reference pricing in the document entitled "Caterpillar Gen Disc List RFP August 2022."
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.	The discounts are off of the current generator list prices. Our discount ranges varies between 10 - 40% off of the list price depending on the product family.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealers are empowered to consider purchase order volume, repeat purchases, member responsiveness, 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 our 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 this option as it facilitates complimentary products and streamlines the procurement process. Customers and dealers are responsible for including their Sourcwell contract number and 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.	Generators are unique in their requirements, and often require specialized startup/installation which can be determined with the dealer at the PO level. When a dealer issues a quote for a generator, any additional costs will be itemized separately and are not subject to the Sourcwell discount.
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 generator from the Cat dealer. Freight and delivery charges will be determined and assessed at each project.
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 generator from their Cat dealer. Freight and delivery charges will be determined and assessed at each project.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Generators are large purchases and if there are unique 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	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	This proposed contract is priced to be our go-to-market strategy across the US and Canada. We have included a complimentary extended warranty for most models when purchased through our proposed Sourcwell contract.

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.	<p>We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance.</p> <p>Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process (under contract #120617-CAT) is working well.</p> <p>The Caterpillar Dealer Network will receive additional discounts from Caterpillar to help reach Sourcewell members purchasing prices per the Sourcewell contract. To qualify for the discounts, the selling Caterpillar Dealer must identify each applicable sale as a Sourcewell sale on their order and they must also fill out a report to the Caterpillar designated Sourcewell custodian, Nicole Warnstedt, including the product order number and Sourcewell member number. Reports are updated and reviewed on a quarterly basis to assist in providing payment to Sourcewell. To ensure correct pricing and auditing, Caterpillar has created a focus program that dealers can use on their quotes. This focus program automatically populates associated discount levels. The Caterpillar designated Sourcewell custodian, Nicole Warnstedt, has and will remain actively involved in the auditing process both with auditing Caterpillar Dealer pricing to Sourcewell members as well as the quarterly administration fee process.</p>
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.	In the event of an award, we will continue to measure the percentage of sales that are sold through the Sourcewell contract, dealer participation with the contract, total number of gensets sold and program growth year over year.
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.)	We propose an administrative fee to Sourcewell of 1% of transaction price of any new Caterpillar generators sold through this contract. Caterpillar will pay this fee to Sourcewell and not impose related charges to our dealers or members.

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Caterpillar is proposing an extensive alternative energy solutions offering including: 1) a full line of diesel and natural gas packaged generator sets from 20 to 4000 kW 2) a line of price point configured diesel generator sets up to 1250 kW and 3) Microgrid solar and battery energy solutions.</p> <p>The following key Caterpillar product categories are included in this response:            Stationary Diesel Packaged Generator Sets            Stationary Natural Gas Packaged Generator Sets            Mobile Diesel Packaged Generator Sets (XQ Products with Trailers)            Control Panels            Switchgear            Automatic Transfer Switches            Microgrid Components            Leasing and Financing</p> <p>The Caterpillar Dealer Network can also offer custom shop work, installation, "turn-key" solutions, delivery/freight, training, custom enclosures, custom fuel tanks, custom automatic transfer switches, dealer labor, additional/custom parts, engineering, leasing, financing and general contracting labor. To further enhance the Sourcewell members' product offering, the Caterpillar Dealer Network can also offer an expansive network of used equipment along with rental agreements and maintenance agreements.</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 14B: Depth and Breadth of Offered Equipment Products and Services**

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	Stationary electrical generation systems, backup or standby generator sets, mobile and ground power units, and trailer mounted generators	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
72	Parts and accessories, including enclosures, fuel tanks, automatic transfer switches, paralleling equipment, switch gears, connection boxes, controls, alarm modules, batteries, block heaters, and networking tools	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
73	Related services, including design, customization, engineering, commissioning, installation, delivery, maintenance, repair, training and operation, service and maintenance agreements, decommissioning and repurposing, custom shop work, and rental services	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A

**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](#) - Caterpillar Gen Disc List RFP August 2022.xlsx - Tuesday September 20, 2022 15:56:47
  - [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Tuesday September 20, 2022 15:58:41
  - [Marketing Plan/Samples](#) - Marketing Plan.zip - Tuesday September 20, 2022 15:59:03
  - WM8E/M8E/S8E or Related Certificates (optional)
  - [Warranty Information](#) - SELF5743-01\_.pdf - Tuesday September 20, 2022 15:57:54
  - [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Tuesday September 20, 2022 15:59:30
  - [Upload Additional Document](#) - Additionals.zip - Tuesday September 20, 2022 15:59:44

**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. - Jaime Mineart, Vice President & General Manager, Caterpillar Inc.

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Fri September 9 2022 09:10 AM	<input checked="" type="checkbox"/>	1
Addendum_3_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Tue September 6 2022 02:37 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Wed August 31 2022 07:52 AM	<input checked="" type="checkbox"/>	1
Addendum 1_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Wed August 10 2022 11:35 AM	<input checked="" type="checkbox"/>	1



**COMMENT AND REVIEW**  
to the  
REQUEST FOR PROPOSAL (RFP) #092222  
Entitled

**Electrical Energy Power Generation Equipment with Related  
Parts, Supplies, and Services**

The following advertisement was placed August 4, 2022 on the Sourcewell website [www.sourcewell-mn.gov](http://www.sourcewell-mn.gov), Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Biddingo, Merx, PublicPurchase.com, The New York State Contract Reporter [www.nyscr.ny.gov](http://www.nyscr.ny.gov), USA Today, South Carolina's *The State*, August 5, 2022 in Oregon's *Daily Journal of Commerce*, and on August 4 and August 11, 2022 in *The Oklahoman*:

*Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services 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 September 22, 2022, 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:

Air Unlimited, Inc.	Merryman-Farr, LLC
Alco Building Solutions	Nebraska Generator Service, LLC
All Phase Contracting, Inc.	Pioneer Power Mobility
Alliance North America, Inc.	Power Conditioning Computer Services, Inc.
Apeiron Energy, Inc.	Power Technique North America, LLC
Caterpillar Inc.	PowerSecure, Inc.
Construction Industry Center	Prairie Fibre-Optic Group, Inc.
Construction Reporter	Prime Vendor, Inc.
Cummins Inc.	Pro-Tech Power Sales
DD DANNAR, LLC	PWXPress
Duke Electric (1977), Ltd.	Reelstrong, LLC
Electric Power Systems International, Inc.	Regina Construction Association



Sourcewell

Facility Improvement Corp.	Rolls-Royce Solutions America, Inc. (MTU Americas, Inc.)
Fermata, LLC	Siemens Industry, Inc.
Finning International, Inc.	supplyFORCE
ForeFront Power, LLC	Taylor Power Systems, Inc.
Generac Power Systems Inc.	The X-Group of Companies (Turbine X Energy, Inc.)
Genie Retail Energy	UNITED RENTALS (NORTH AMERICA), INC.
GovZERO	Valor Holdings, LLC
IM Supply Company	Veteran Electrical Supply
In-Charge Energy, Inc.	Volvo Construction Equipment North America
Interstate Power Systems	Warshauer Electric Supply
Kohler Power Systems	WESCO
Lindsay Allison International	Wesco Distribution Canada
Mainspring Energy	X Group of Companies
Melanite Group, Ltd.	

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 September 22, 2022, at 4:31:32 pm CT. Proposals were received from the following:

Caterpillar Inc.  
 Cummins Inc.  
 DD DANNAR, LLC  
 Fermata, LLC  
 Generac Power Systems Inc.  
 Kohler Power Systems  
 MTU Americas, Inc., dba Rolls-Royce Solutions America, Inc.  
 PowerSecure, Inc.  
 Taylor Power Systems, Inc.  
 The X-Group of Companies (Turbine X Energy, Inc.)

Proposals were reviewed by the Proposal Evaluation Committee:

Kim Austin, MBA, CPPB, Procurement Lead Analyst  
 James Voelker, CPCM, CFCM, Procurement Lead Analyst  
 Brandon Town, CPSM, CPSD, Procurement Analyst  
 Craig West, Procurement Analyst

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

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements and were evaluated.

Caterpillar Inc. offers a full line of turn-key diesel and natural gas generator sets from 20 to 4000 kW, microgrid and battery energy solutions. Caterpillar has an expansive network of 800 dealers across the United States and Canada. They also provide Sourcewell participating entities with an extensive service network of over 20,000

Sourcewell

service technicians, 468 locations, over 8,000 service bays and 8,500 field service trucks. Caterpillar's pricing reflects a range of significant discounts from list pricing.

Cummins Inc. brings a complete line of diesel and natural gas/propane commercial generator products, transfer switches, and related services. Cummins will provide service to Sourcewell participating entities through their 230 branch locations throughout the United States and Canada. Cummins also has 3,400 certified technicians operating throughout North America. Cummins offers a discount from fair market value or typical sales price on equipment, products, and services.

Generac Power Systems Inc. manufactures a comprehensive selection of light towers, stationary, portable, residential, and mobile generators. Their sales staff and distribution network provide coverage throughout the United States and Canada to serve Sourcewell participating entities. Generac offers multiple power source options to include LP vapor, LP liquid, natural gas, well gas, and diesel/Bi-Fuel in their generator solutions. They are offering competitive range of discounts off MSRP by product line.

Kohler Power Systems is offering a full line of turnkey diesel and natural gas generators, Automatic Transfer Switches (ATS), switchgear, paralleling equipment, and microgrid solutions. With an extensive distribution network throughout the United States and Canada, Kohler is well prepared to serve Sourcewell participating entities. Kohler offers participating entities competitive discounts from configured list price.

MTU Americas, Inc., dba Rolls-Royce Solutions America, Inc., has a long history of providing standby, emergency, continuous, prime, diesel, gas, and propane generators and power generation solutions. Their sales and service teams, along with their distributors, are ready to serve Sourcewell participating entities across the United States and Canada. Their standby generator set product line is designed, manufactured, and warranted for an 85% load factor. They are offering Sourcewell participating entities solid pricing discounts.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #092222 to:

Caterpillar Inc.	#092222-CAT
Cummins Inc.	#092222-CMM
Generac Power Systems Inc.	#092222-GNR
Kohler Power Systems	#092222-KOH
MTU Americas, Inc., dba Rolls-Royce Solutions America, Inc.	#092222-RYC

The preceding recommendations were approved on November 17, 2022.

DocuSigned by:

*Kim Austin*

6830543C58384D1...

---

Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:


*James Voelker*

15F6CCFFA61E4A0...

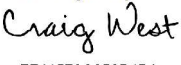
---

James Voelker, CPCM, CFCM, Procurement Lead Analyst

Sourcewell

DocuSigned by:  
  
7BCA93CD6377421...

Brandon Town, CPSM, CPSD, Procurement Analyst

DocuSigned by:  
  
7F41572C858B4BA...

Craig West, Procurement Analyst

### STATEMENT OF COMPLIANCE

As Executive Director for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #092222 for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted 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:  
  
7E42B8F817A64CC...

Dr. Chad Coquette  
Executive Director/CEO



# The New York State Contract Reporter

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

## Contracting Opportunity

**Title:** Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

**Agency:** Sourcewell

**Division:** Procurement Department

**Contract Number:** 092222

**Contract Term:** 4 years, with potential 1 year extension

**Date of Issue:** 08/04/2022

**Due Date/Time:** 09/22/2022 4:30 PM  
Central Time

**County(ies):** All NYS counties

**Classification:** Utilities & Green Energies - *Commodities*

**Opportunity Type:** General

**Entered By:** Chris Robinson

**Description:** Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services 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 September 22, 2022, 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:**

Caterpillar, Inc.

Cummins

Kohler

## 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



© 2022, Empire State Development <http://www.esd.ny.gov/>

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**

**ELECTRICAL ENERGY POWER GENERATION EQUIPMENT WITH RELATED PARTS, SUPPLIES, AND SERV Sourcewell; Bid Location Staples, MN, Todd County; Due 09/22/2022 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:

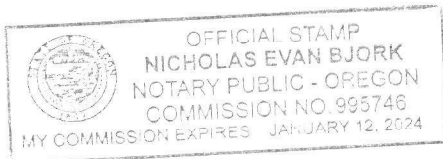
8/5/2022

State of Oregon  
County of Multnomah

SIGNED OR ATTESTED BEFORE ME  
ON THE 5th DAY OF August, 2022

Michelle Ropp

Notary Public-State of Oregon



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

Order No.: 12144194  
Client Reference No:



**EXHIBIT A****SOURCEWELL  
ELECTRICAL ENERGY POWER  
GENERATION EQUIPMENT WITH  
RELATED PARTS, SUPPLIES, AND  
SERVICES**

Proposals due 4:30 pm,  
September 22, 2022

**REQUEST FOR PROPOSALS**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services 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 September 22, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Published Aug. 5, 2022. 12144194

# LOCALiQ

The Oklahoman

PO Box 631643 Cincinnati, OH 45263-1643

## **PROOF OF PUBLICATION**

Carol Jackson  
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:

08/04/2022, 08/11/2022

and that the fees charged are legal.  
Sworn to and subscribed before on 08/11/2022

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services** 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 September 22, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Marilyn Verhagen  
Legal Clerk

Vicky Felty  
Notary, State of WI, County of Brown  
9/19/25

My commission expires

Publication Cost: \$48.30  
Order No: 7603251 # of Copies:  
Customer No: 727698 1  
PO #:

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

VICKY FELTY  
Notary Public  
State of Wisconsin



**From:** [The Legals Adportal](#)  
**To:** [Carol Jackson](#)  
**Subject:** Thank you for placing your order with us IPL0083829  
**Date:** Monday, August 1, 2022 8:28:23 AM

**EXTERNAL**

## THANK YOU for your ad submission!

This is your confirmation that your order has been submitted. Below are the details of your transaction. Please save this confirmation for your records. This transaction will show up on your credit card statement as McClatchy.

### Job Details

Order Number: **IPL0083829**  
 Classification: **Legals & Public Notices**  
 Package: **COL - Legal Ads**  
 Order Cost: **\$137.40**

### Account Details

SOURCEWELL IP  
 PO BOX 219  
 STAPLES, MN 56479  
 218-894-1930  
[carol.jackson@sourcewell-mn.gov](mailto:carol.jackson@sourcewell-mn.gov)  
 SOURCEWELL

### Schedule for ad number IPL00838290

**Thu Aug 4, 2022**  
**The State (Columbia)** *All Zones*

#### **REQUEST FOR PROPOSALS**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services** 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 September 22, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

W00000000  
 Publication Dates

## Analysis

Continued from Page 4C

ties of this year." Elias said. "We have a shot at a wild card right now. But it is not a probability that we're going to win a wild card."

### LOSER: Chicago White Sox

This is the most underachieving team in baseball, sitting in third place in the AL Central.

They picked up Diekman from the Boston Red Sox, couldn't stomach the prices for starting pitchers or sluggers on the market, and stopped dealing.

"We're disappointed that we weren't able to do more to try to improve this club," GM Rick Hahn said. "Anyone out there feeling a level of frustration and disappointment, I'm right there with you."

Just imagine the uproar in Chicago if they don't make the playoffs.

"We've lost a little bit of our swagger," Hahn said. "I'd like to see that come back."

### LOSER: Chicago Cubs

Remember that emotional scene when the Cubs gave All-Star catcher Willson Contreras a standing ovation, with Contreras crying in the arms of teammate Ian Happ, thanking the Cubs for all the memories?

Well, it turned out to be nothing more than a dress rehearsal.

Contreras is back. So is Happ.

The only players to leave were relievers David Robertson to the Phillies and Mychal Givens to the Mets. That was it.

Cubs President Jed Hoyer put a high price tag on Contreras and Happ, and when no one blinked, Hoyer decided to simply keep them. Happ still is under club control for another year, but Contreras is a free agent and won't be returning.

So all they get back for Contreras, the best position player on the market not named Juan Soto, is a draft pick when they make him a qualifying offer.



Twins outfielder Byron Buxton was a first-time All-Star in 2022.

ORLANDO RAMIREZ/USA TODAY SPORTS

"We were willing to listen if someone gave us a piece that could really help our future," Hoyer said. "We never crossed that threshold. Willson is a really valuable player. He's been a great Cub for six years now and we never got to that place where we felt comfortable making a deal."

### LOSER: San Francisco Giants

The Giants are 37-44 since the start of May, and it looked like they were going to start a fire sale with the trade of power hitter Darin Ruff to the Mets, and then dumping injured catcher Curt Casali to the Mariners, injured reliever Trevor Rosenthal to the Brewers and injured starter Matt Boyd to the Mariners. And stopped.

They listened to offers for All-Star starter Carlos Rodon and All-Star outfielder Joc Pederson but never budged.

They remain in no-man's land. They're not in the race, not out of the race, and just hanging around, 4 1/2 games out of a wild-card berth.

"We're always kind of juggling the present and the future," team President Farhan Zaidi said. "There's a lot of moti-

vation to finish the year strong. And if we do, we have a chance to be a dangerous team...."

"I don't see it as a mixed message. We think we can compete with the guys we have so we think we're very much in the race."

### LOSER: Milwaukee Brewers

You know it's a bad sign when the Brewers issue a lengthy statement on their social media account trying to calm their fan base on why they traded four-time All-Star closer Hader.

"Today's trade is about doing everything we can as an organization to continue our mission and our goal of giving our team as many bites at the apple as we possibly can," Brewers president of baseball operations David Stearns said.

"To sustain competitiveness and to avoid some of the down cycles that we've seen throughout baseball in the not-too-distant past. As we look around the industry, teams that have been able to sustain consistent competitiveness, get into the playoffs, compete for the playoffs every single year — these are

teams that at times have to make very difficult decisions."

The Brewers have All-Star setup man Devin Williams to replace Hader as the closer. He has gone 30 appearances without giving up a run, yielding a .115 batting average with 47 strikeouts in 28 1/3 innings.

Yet he made it clear to reporters that Hader should still be around.

Surprised by the trade?

"You could say that," Williams said. "Lots of things that don't really make sense, you know. I don't know."

"I want to win. That's the biggest thing to me. I don't really have much to say about it."

Sorry, getting late-inning reliever Trevor Rogers from San Diego, Matt Bush from the Texas Rangers and Trevor Rosenthal from the Giants hardly soothed his feelings.

### LOSER: Boston Red Sox

You try to figure these guys out.

Are they in? Are they out? What in the world are they doing?

They traded catcher Christian Vazquez along with veteran reliever Diekman, but then turned around and acquired outfielder Tommy Pham from the Reds, spending \$4.1 million on his salary and player option.

Pham, who played for Red Sox GM Chaim Bloom, seemed like the natural replacement for J.D. Martinez. Only Martinez didn't go anywhere after trade talks with the Dodgers died.

Starter Nate Eovaldi, who would have been a great trade chip to land more prospects, stayed put.

And when Eric Hosmer vetoed his trade to the Nationals, the Red Sox stepped in and grabbed him, with the Padres paying the remainder of his \$44 million owed the next three years.

"When you get into a deadline period," Bloom said, "you never know exactly what it will bring. ... Simply put, we do think we have a chance to make a run."

"When we have a shot, even when it's not the shot we anticipated in April, we should take it."

You're not the only one confused after hearing that.

## Playoff rankings: Padres face a steep climb in NL

Gabe Lacques  
USA TODAY

They've opened up the Major League Baseball playoffs to 12 teams, yet it may be harder than ever to navigate.

A handful of teams found themselves well-equipped to attack October after major trade-deadline acquisitions. But their paths to glory may be blocked.

Did your team win baseball's trade deadline, or at least try? If so, congrats. It also won't mean much when the playoffs arrive and Commissioner Rob Manfred's bracket shootout becomes reality.

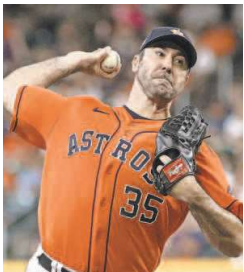
With that, in the wake of Tuesday's trade deadline, we take a look at the top eight clubs poised to win it all, a ranking based as much on path as it is talent:

### 1. Astros

You gotta get there to win it and nobody does that better than the Astros, who have reached five straight American League championship series and last year came two wins shy of a World Series title. This time, they'll have ace Justin Verlander in tow, and it's hard to argue anyone in the AL is throwing the ball better than the 39-year-old with a majors-best 1.81 ERA. They can stack the now playoff-hardened Framber Valdez, Luis Garcia and Jose Urquidy behind him—all after coasting to a division title and first-round bye.

### 2. Dodgers

They're merely 22-5 since June 1 go-



The Astros' Justin Verlander is in Cy Young form with an MLB-best 1.81 ERA. THOMAS SHEA/USA TODAY SPORTS

ing into Wednesday, administering knockout blows to opposing pitchers before many fans have taken their seats. A fearsome 1-2-3 in any combo — pull Mookie Betts, Freddie Freeman and Tre Turner's names out of a hat and go from there — is backed up by suddenly fearsome cleanup hitter Will Smith, who has a .821 OPS and a .906 mark in his last 35 games. The pitching is something of an adventure but the tonnage of arms will clear a path to the World Series, one way or another.

### 3. Yankees

Not sold on Frankie Montas as the

man to slay their longtime tormentors in Houston, but New York will coast to the AL East title and hold a significant advantage over their wild-card survivor. We're left to trust they know something about Jordan Montgomery that we don't, but his trade does make you wonder if they're again too smart by half.

### 4. Blue Jays

Bold pick here, but it's largely based on a 1-2 punch of Alek Manoah and Kevin Gausman that could make for a painful trip through the wild-card round, particularly if the Jays hold on for the right to host the best-of-three at Rogers Centre. A streaky team that will be volatile but fun in October.

### 5. Mets

Jacob de Grom is back, perhaps just in time for a natural ramp-up to join Max Scherzer as the problematic pitching duo Steve Cohen envisioned when he paid Scherzer \$43.3 million to pair with de Grom. Stubbornly, the Mets haven't yielded the NL East lead to Atlanta since April 12, in part because they are so well put together in every facet. Envisioning a long-awaited Queens star turn for shortstop Francisco Lindor.

### 6. Braves

They're way low here, and feel free to bump them up to No. 3 if you believe they'll win the NL East. At this point, we're not going to doubt whether Austin

Riley can carry the offense through a hot summer and challenging autumn, but he will need help. Ronald Acuna Jr., whose extra-base hit percentage has dropped from 12% to 6%, would greatly aid the cause should he regain his MVP-quality form.

### 7. Mariners

They made arguably the best trade-deadline pickup — and paid a decent price for it — in adding Luis Castillo to front the rotation. But questions dog the club, most notably if rookies Logan Gilbert and Julio Rodriguez stay healthy and avoid hitting the figurative wall and whether high-priced lefty Robbie Ray will resemble the shutdown guy they paid for and not the inconsistent one with a 4.11 ERA. Too many potholes to get through three series.

### 8. Padres

Juan Soto might be the greatest deadline pickup in history — or at least since the invention of MLB Trade Rumors. But the NL is a doggone snake pit and the Padres, trailing the Dodgers by 1 1/2 games, aren't winning the division. Those hitters? They face a steep mountain with Scherzer and de Grom, Max Fried and Kyle Wright, Clayton Kershaw and the Dodgers machine all plotting against them. Those pitchers? Yu Darvish and Joe Musgrove are a nice combo, but running a table of Braves-Mets-Dodgers, say, will expose the staff's overall depth.

## MARKETPLACE TODAY

For advertising information: 1.800.397.0070 www.russelljohns.com/usat

To view more Classified listings, visit: [classifieds.usatoday.com](http://classifieds.usatoday.com)

NOTICES
PUBLIC NOTICE
Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for <b>Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services</b> 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 <a href="https://rportal.sourcewell-mn.gov">https://rportal.sourcewell-mn.gov</a> .
Only proposals submitted through the Sourcewell Procurement Portal will be considered.
Proposals are due no later than <b>September 22, 2022, at 4:30pm Central Time</b> , and late proposals will not be considered.

PUBLIC NOTICE
The <b>Interfocal Purchasing System (TIPS)</b> has posted procurement solicitations at <a href="http://www.linpsusa.com">www.linpsusa.com</a> for the following categories:
<ul style="list-style-type: none"> <li>• 220801 Online Auction Systems and/or Auctioneer Services</li> <li>• 220802 Academic and Educational Goods and Services</li> </ul>
Proposals are due and will be opened on <b>September 16, 2022 at 3:00 pm local time</b> .
Call 866-839-8477 for problems with website or questions.
<b>GET NOTICED!</b> Advertise in USA TODAY's Marketplace! Call 1-800-397-0070

BUSINESS
FINANCIAL SERVICES
<b>ELIMINATE your overwhelming debt</b>
WE CAN HELP IF YOUR TOTAL DEBT IS \$10,000 or more!
<input checked="" type="checkbox"/> CREDIT CARD DEBT <input checked="" type="checkbox"/> MEDICAL DEBT <input checked="" type="checkbox"/> PERSONAL LOANS
<b>800-825-1306</b>
Avoid bankruptcy today and start over completely debt-free. THE CALL IS FREE.

TRAVEL
CAMPGROUNDS
Celebrate 2022 at Boulder Creek Lodge Montana <b>"The Happiest Place in Montana"</b> It is time to plan your 2022 Summer Vacation <b>Think Montana</b> Boulder Creek Lodge is beautiful southwest Montana is located between two mountain ranges that make up the Northern Rocky Mountains. Located 11 miles north of Philipsburg, MT or midway between Glacier National Forest and Yellowstone. During your stay, plan on fishing, wildlife viewing, visiting ghost towns, and visiting a famous canyon store. Destinations within a short drive of the resort: Philipsburg, Beartooth Lodge, Anaconda, Missoula, and Helena, Montana. Recent features: cabins, glamping tents and canvas, Wagons, RV Park, restaurant and fire string with...
<b>Boulder Creek Lodge Montana</b> Call 406-859-3190 <a href="http://www.bouldercreeklodge.com">www.bouldercreeklodge.com</a>

**Opportunity Notice**

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

**Category:** GoodsThis opportunity is now  
closed.View Bid Package 

View Interested Vendors (Bidders)

**Opportunity Information**

<b>Organization:</b>	Canoe Procurement Group of Canada
<b>Organization Address:</b>	
<b>Reference Number:</b>	AB-2022-04891
<b>Solicitation Number:</b>	AB-2022-04891
<b>Solicitation Type:</b>	Request for Proposal
<b>Posting (MM/dd/yyyy):</b>	08/04/2022 01:00:00 PM Alberta Time
<b>Closing (MM/dd/yyyy):</b>	09/22/2022 03:30:00 PM Alberta Time
<b>Last Update (MM/dd/yyyy):</b>	08/04/2022 12:30:15 PM Alberta Time
<b>Agreement Type:</b>	NWPTA/TILMA & CFTA & CETA & TCA
<b>Region of Opportunity:</b>	Open
<b>Region of Delivery:</b>	Alberta
<b>Opportunity Type:</b>	Open & Competitive
<b>Commodity Codes:</b>	
	N6115: Generators and Generator Sets, Electrical
	N6115B: Generator Set, Diesel Engine
	N6115F: Generators, Electrical

**APC "Opportunity Notices"** This notice is provided for information purposes only. Refer to the "Opportunity Documents" in the bid package for authoritative information.

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.

© APC - All rights reserved. No part of the information contained in this Web Site may be reproduced, stored in a retrieval system or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise without the prior written permission of the Manager, Centre of Expertise via:

[SA.APCRequests@gov.ab.ca](mailto:SA.APCRequests@gov.ab.ca). His Majesty the King in right of Alberta and the Alberta public sector entities that use APC are not responsible or liable for the accuracy of the information contained in the publication. It is the responsibility of interested parties to review the opportunity posting for changes or updates prior to the opportunity closing date/time.

## View Details

Click [here](#) to return to the Sourcewell Procurement Portal home page.

**Bid Details**

<p>Bid Classification: Bid Type: Bid Number: Bid Name: Bid Status: Bid Closing Date: Question Deadline: Electronic Auctions: Language for Bid Submissions: Submission Type: Submission Address: Public Opening: Description:</p>	<p>Goods RFP - General RFP 092222 Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services <b>Closed</b> Thu Sep 22, 2022 4:30:00 PM (CDT) Wed Sep 14, 2022 4:30:00 PM (CDT) Not Applicable English unless specified in the bid document Online Submissions Only Online Submissions Only No Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for <b>Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services</b> 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 [<a href="https://proportal.sourcewell-mn.gov">https://proportal.sourcewell-mn.gov</a>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than <b>September 22, 2022, at 4:30 p.m. Central Time</b>, and late proposals will not be considered.</p>
<p>Bid Document Access:</p>	<p>Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.</p>
<p>Categories:</p>	<p><a href="#">Show Categories [+]</a></p>

[Register for this Bid](#) [Download Bid Documents](#)

## 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.	Tuesday August 30, 2022 10:00 AM (CDT)	No	

**Documents**

File Name	Pages	
<b>RFP_092222_Electrical_Energy_Power_Generation</b> Wednesday July 27, 2022 07:53 AM	13	<a href="#">Download</a>
<b>RFP_092222_Electrical_Energy_Power_Generation_Contract_Template</b> Friday July 22, 2022 10:26 AM	18	<a href="#">Download</a>
<b>RFP_092222-Electrical_Energy_Power_Generation_Pre-Proposal_Login_Instructions</b> Friday August 26, 2022 10:25 AM	1	<a href="#">Download</a>
<b>RFP_092222_Electrical_Energy_Power_Generation_Login_Instructions_Updated_090122</b> Thursday September 1, 2022 12:23 PM	--	<a href="#">Download</a>



**Bid RFP #092222 - Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services**

[Switch to Vendor View]

**Bid Type** RFP  
**Bid Number** 092222  
**Title** Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services  
**Start Date** Aug 4, 2022 8:11:13 AM CDT  
**End Date** Sep 22, 2022 4:30:00 PM CDT  
**Agency** Sourcewell  
**Bid Contact** Chris Robinson  
 (718) 895-4168  
 rfp@sourcewell-mn.gov  
 202 12th Street NE  
 P.O. Box 219  
 Staples, MN 56479-0219

**Access Reports**  
 View reports on who has been notified of the bid or accessed it.  
[\[Notification report\]](#) [\[Access report\]](#)

**Questions**  
 0 Questions  
 0 Unanswered  
[\[View/Ask Questions\]](#)

**Edit Bid**  
[\[Create Addendum\]](#)

**Description**  
 Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services 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 September 22, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

**Pre-Bid Conference**  
**Date** Aug 30, 2022 10:00:00 AM CDT  
**Location** Online Conference  
**Notes** Login information will be emailed two business days prior to the event.

**Documents**  
 No Documents for this bid



Register

PENDING

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

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services 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 September 22, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

This RFP is now closed.





## Bidding

## Publish / Verify Contents

Save as Template

## 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	092222
Solicitation Name	Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services	Procurement Type	Goods, Services
Country & Province/State	Canada / Ontario	Published By	Sourcewell
Accept Questions	Not Applicable		

## Internal Information (For Internal Use Only)

Procurement Title/Project Name	092222 Electrical Energy Power Generation Equipment
--------------------------------	---

## Advertisement

## Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	\$200,000,000.00
Publish Date	08/04/2022	Closing Date & Time	09/22/2022 16:30:00 CT
Publish Option		Value Range for this Solicitation	10,000,001 over

## Selected Categories

Energy/ Fuel/ Chemical	
Energy Products/ Services/ Management	Hydro, Batteries, Transformers, Consulting, Maintenance Services/Equipment For Renewable Energy, Generators, Booster pumps, Vending Miser, Energy Efficient Products (Fabricated Steel Crossarms, Energy Audit, Solar Energy, Photovoltaic etc.



## Solicitation Overview



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

092222

Closing Date: 09/22/2022 04:30:00 PM CT

## Detail:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services 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 September 22, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

## Notice

## Basic Information

**Estimated Contract Value (CAD)** \$200,000,000.00 (Not shown to suppliers)  
**Reference Number** 0000229581  
**Issuing Organization** Sourcewell  
**Owner Organization**  
**Solicitation Type** RFP - Request for Proposal (Formal)  
**Solicitation Number** 092222  
**Title** Electrical Energy Power Generation Equipment with Related Parts, Supplies, Svcs  
**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 Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services 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 September 22, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

## Dates

**Publication** 2022/08/04 09:06:40 AM EDT  
**Question Acceptance Deadline** 2022/09/14 05:30:00 PM EDT  
**Questions are submitted online** No  
**Bid Intent** Not Available  
**Closing Date** 2022/09/22 05:30:00 PM EDT

**Prebid Conference** 2022/08/30 11:00:00 AM EDT

## Contact Information

Procurement Department  
 218-894-1930  
[rfp@sourcewell-mn.gov](mailto:rfp@sourcewell-mn.gov)

## Pre-Bidding Events

**Event Type** Prebid Conference  
**Attendance** Recommended  
**Event date** 2022/08/30 11:00:00 AM EDT  
**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)	
C	<b>Construction</b> Construction
515	<b>Special trade construction work</b> Special trade construction work
5150BK	<b>POWER GENERATION</b> POWER GENERATION
MERX Category (1)	
G	<b>Goods</b> Goods
G10	<b>Electrical and Electronics</b> Electrical and Electronics
UNSPSC Category (1)	
26000000	<b>Power Generation and Distribution Machinery and Accessories</b>
26110000	<b>Batteries and generators and kinetic power transmission</b>
26111600	<b>Power generators</b>




**Proposal Evaluation**  
**Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services RFP #092222**

Possible Points	Caterpillar	Cummins Inc.	DD DANNAR, LLC	Fermata LLC	Generac Power Systems
Conformance to RFP Requirements	50	44	42	42	44
Pricing	400	315	329	315	308
Financial Viability and Marketplace Success	75	68	64	55	51
Ability to Sell and Deliver Service	100	91	84	72	68
Marketing Plan	50	44	38	43	39
Value Added Attributes	75	67	65	66	57
Warranty	50	43	43	44	41
Depth and Breadth of Offered Equipment, Products, or Services	200	183	178	144	123
<b>Total Points</b>	<b>1,000</b>	<b>855</b>	<b>843</b>	<b>781</b>	<b>854</b>
Blank Order					

Possible Points	Kohler Power Systems	PowerSecure Inc	Rolls-Royce Solutions America Inc.	TAYLOR POWER SYSTEMS	The X-Group of companies
Conformance to RFP Requirements	50	44	43	40	36
Pricing	400	305	298	325	270
Financial Viability and Marketplace Success	75	64	62	63	53
Ability to Sell and Deliver Service	100	96	75	82	65
Marketing Plan	50	44	43	36	33
Value Added Attributes	75	66	62	53	51
Warranty	50	44	41	41	42
Depth and Breadth of Offered Equipment, Products, or Services	200	181	167	165	125
<b>Total Points</b>	<b>1,000</b>	<b>834</b>	<b>791</b>	<b>805</b>	<b>617</b>
Blank Order					

DocuSigned by:  
  
 8630543C58384D1...  
 Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:  
  
 78C483CD6377421...  
 Brandon Town, CPSM, CPSD, Procurement Analyst

DocuSigned by:  
  
 7F41572C888B4BA...  
 Craig West, Procurement Analyst

DocuSigned by:  
  
 15F6CFFA81E4A0...  
 James Voelker, CPCM, CFCM, Procurement Lead Analyst



## Proposal Opening Record

Date of opening: September 22, 2022

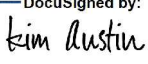
Sourcewell posted Request for Proposal #092222, for the procurement of Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services, on the Sourcewell Procurement Portal [[portal.sourcewell-mn.gov](http://portal.sourcewell-mn.gov)] on Thursday, August 4, 2022, and the solicitation remained in an open status within the portal until September 22, 2022, 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 September 22, 2022, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #092222 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.

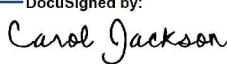
Responses were received from the following:

Caterpillar, Inc. - Submitted 9/22/22 at 11:48:50 AM  
Cummins, Inc. - Submitted 9/22/22 at 8:52:00 AM  
DD DANNAR, LLC - Submitted 9/20/22 at 12:20:58 PM  
Fermata, LLC - Submitted 9/22/22 at 2:42:17 PM  
Generac Power Systems, Inc. - Submitted 9/22/22 at 10:19:18 AM  
Kohler Power Systems - Submitted 9/16/22 at 9:04:00 AM  
PowerSecure, Inc. - Submitted 9/21/22 at 11:54:08 AM  
Rolls-Royce Solutions America, Inc. (MTU Americas, Inc.) - Submitted 9/22/22 at 3:27:52 PM  
Taylor Power Systems, Inc. - Submitted 9/22/22 at 1:56:49 PM  
The X-Group of Companies (Turbine X Energy, Inc.) - Submitted 9/22/22 at 4:19:35 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on September 22, 2022, at 4:31:32 PM CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

DocuSigned by:  
  
6830543C58384D1...

Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:  
  
6EE63AEDED5F46E...

Carol Jackson, Procurement Analyst



**RFP #092222**  
**REQUEST FOR PROPOSALS**  
**for**  
**Electrical Energy Power Generation Equipment with Related**  
**Parts, Supplies, and Services**

**Proposal Due Date: September 22, 2022, 4:30 p.m., Central Time**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services 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 September 22, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

**SOLICITATION SCHEDULE**

Public Notice of RFP Published:	August 4, 2022
Pre-proposal Conference:	August 30, 2022, 10:00 a.m., Central Time
Question Submission Deadline:	September 14, 2022, 4:30 p.m., Central Time
<b>Proposal Due Date:</b>	<b>September 22, 2022, 4:30 p.m., Central Time</b> Late responses will not be considered.
Opening:	September 22, 2022, 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 entities<sup>1</sup>;
- 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

---

<sup>1</sup> 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.

- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service 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;
- 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 Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services, including, but not limited to:

- a. Stationary electrical generation systems, backup or standby generator sets, mobile and ground power units, and trailer mounted generators;
- b. Parts and accessories, including enclosures, fuel tanks, automatic transfer switches, paralleling equipment, switch gears, connection boxes, controls, alarm modules, batteries, block heaters, and networking tools;
- c. Related services, including design, customization, engineering, commissioning, installation, delivery, maintenance, repair, training and operation, service and maintenance agreements, decommissioning and repurposing, custom shop work, and rental services.

2. The primary focus of this solicitation is on electrical energy power generation equipment. Proposers may include related parts, accessories, or services, as described in 1. b. and 1. c. to the extent that these solutions are complementary to the power generation solutions being offered in 1. a. Proposers may include no more than a complementary or incidental offering from renewable energy sources such as wind, solar and microgrid solutions. This solicitation should NOT be construed to include “services-only” solutions.

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

- a. Medium Duty and Compact Construction Equipment with Related Attachments, Accessories, and Supplies (RFP ##040319)
- b. Portable Construction Equipment with Related Accessories and Attachments (RFP #041719)
- c. Equipment Rental with Related Services (RFP#062320)
- d. Facility MRO (Maintenance, Repair & Operations), Industrial & Building Supplies with Related Equipment, Accessories, Supplies & Services (RFP #091422)

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

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. Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products, and used or refurbished equipment, 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 \$80 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 Sourcewell, 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 Sourcewell an administrative fee in exchange for Sourcewell 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 Sourcewell (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](mailto: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
<b>TOTAL POINTS</b>	<b>1000</b>

#### 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.



8/10/2022

Addendum No. 1

Solicitation Number: RFP 092222

Solicitation Name: Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

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

---

**Question 1:**

In the RFP Questionnaire, Table 1, Question 2 – “Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.” If distributors are involved in the process, is Sourcewell asking to list all distributors or is this strictly at the OEM level?

**Answer 1:**

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine and identify those of its subsidiary entities whose equipment, products, or services are included in the Proposal (if any).

---

End of Addendum

Acknowledgement of this Addendum to RFP 092222 posted to the Sourcewell Procurement Portal on 8/10/2022, is required at the time of proposal submittal.



8/30/2022

Addendum No. 2

Solicitation Number: RFP 092222

Solicitation Name: Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

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

---

**Question 1:**

Who is the incumbent for this contract? Can we review the previous winning bid?

**Answer 1:**

Each Sourcewell solicitation represents a separate and distinct opportunity. For examples of current Sourcewell-awarded contracts, navigate to the page on the Sourcewell website at the following address: <https://www.sourcewell-mn.gov/contract-search> and enter the relevant search term. A currently active contract offering similar solutions is #120617.

---

End of Addendum

Acknowledgement of this Addendum to RFP 092222 posted to the Sourcewell Procurement Portal on 8/30/2022, is required at the time of proposal submittal.



9/06/2022

Addendum No. 3

Solicitation Number: RFP 092222

Solicitation Name: Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

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

---

**Question 1:**

Will a list of registered plan takers be provided to all plan takers at any point in this RFP process?

**Answer 1:**

A list of plan takers will not be provided as part of the solicitation process.

**Question 2:**

Can you clarify what is acceptable for financial stability besides releasing full financial documents.

**Answer 2:**

The Sourcewell RFP is an open and competitive solicitation process. Each proposer, in its discretion, will determine the information necessary to best demonstrate its financial viability/success to Sourcewell. Examples of potential supporting material are identified in the text of the question on financial strength and stability in Table 2, "Company Information and Financial Strength," in Step 1 of the proposal preparation process. Proposals are evaluated based on the criteria stated in the RFP.

---

End of Addendum

Acknowledgement of this Addendum to RFP 092222 posted to the Sourcewell Procurement Portal on 9/06/2022, is required at the time of proposal submittal.



9/09/2022

Addendum No. 4

Solicitation Number: RFP 092222

Solicitation Name: Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

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

---

**Question 1:**

We provide solar electrical power generation equipment and services. Will you confirm whether we may respond to this solicitation?

**Answer 1:**

Each Sourcewell RFP is an open and competitive solicitation process. In the competitive process, Sourcewell will not pre-evaluate a proposer's offerings.

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation. Each Proposal will be evaluated based on the criteria stated in the RFP.

---

End of Addendum

Acknowledgement of this Addendum to RFP 092222 posted to the Sourcewell Procurement Portal on 9/09/2022, is required at the time of proposal submittal.

**EXHIBIT B  
INSURANCE REQUIREMENTS**

**NOT APPLICABLE – PURCHASE OF GOODS**






**HOLT**  
of California


**CAT**

**September 16, 2024**

**Project: Stockton – Fire Department Replacement Sourcewell Price**

**Quote # ddh091624A – Sourcewell Member’s Account # 26357**

Holt of California, Inc is pleased to present the following quotation:

**XQ125 – 110kW – Diesel Powered Genset ----- \$114,210.00 (Each)**  
**EPA/CARB TIER 4 FINAL EMISSION CERTIFIED**  
 60 Hz, 110kW STANDBY - 208V  
**Includes Start-Up and 2-Hour Resistive Load Bank Test and Training**  
**Total for Six (6) of the XQ125 gensets ----- \$685,260.00**  
**9% Sales Tax on \$685,260.00 ----- \$61,673.40**  
**Total including Sales Tax ----- \$746,933.40**

**CG400 - 400A - Auto Transfer Switch ----- \$6,560.00 (Each)**  
 TRUONE CG CONTROLLER  
 OPEN TRANSITION  
 STANDARD - NO BYPASS  
 NEMA 3R 400 AMPS  
**Total for Six (6) of the CG400 ATs ----- \$39,360.00**  
**9% Sales Tax on \$39,930.00 ----- \$3,542.40**  
**Total including Sales Tax ----- \$42,902.40**

**Foxfab 400A Manual TS for Temp Genset ----- \$12,135.00 (Each)**  
**FFCC-C2-400-FT-U4-G-ALU-LA**  
 Consisting Of:  
 • 5052 Aluminum Construction  
 • Type 3R Enclosure  
**Total for Six (6) of the 400A MTSs ----- \$72,810.00**  
**9% Sales Tax on \$72,810.00 ----- \$6,552.90**  
**Total including Sales Tax ----- \$79,362.90**

**Grand Total Including 9% Sales Tax – \$869,198.70**

**Power Systems Division**

3850 Channel Drive  
 West Sacramento, CA 95691-3443  
 (916) 373-4197  
 (888) 373-1359 Toll Free  
 (916) 373-4146 Fax

1521 West Charter Way  
 Stockton, CA 95206-1112  
 (209) 466-6000  
 (800) 347-4658 Toll Free  
 (209) 467-4658 Fax

[www.holtca.com](http://www.holtca.com)



**HOLT**  
of California



**CAT**<sup>®</sup>

**Delivery**

**Pricing includes freight & delivery.** Depending on time of delivery lead-time can change current lead times for Gensets. Currently we have some Gensets coming into factory stock approximate in February 2025 plus freight transit time after the release to order.

**Power Systems Division**

[www.holtca.com](http://www.holtca.com)

3850 Channel Drive  
West Sacramento, CA 95691-3443  
(916) 373-4197  
(888) 373-1359 Toll Free  
(916) 373-4146 Fax

1521 West Charter Way  
Stockton, CA 95206-1112  
(209) 466-6000  
(800) 347-4658 Toll Free  
(209) 467-4658 Fax


**HOLT**  
of California


**CAT**®

**September 16, 2024**

**Project: Main Police – Sourcewell Pricing**

**Quote # ddh091624C – Sourcewell Member’s Account # 26357**

Holt of California, Inc is pleased to present the following quotation:

**D500 C18 T4F – 500kW – Diesel Powered Genset**

**EPA/CARB TIER 4 FINAL EMISSIONS CERTIFIED**

60 Hz, 500kW STANDBY - 480V

**Includes Start-Up and 2-Hour Resistive Load Bank Test and Training**

**Total for One (1) of the D500 C18 T4F gensets ----- \$285,762.00**

**9% Sales Tax on \$285,762.00 ----- \$25,718.58**

**Total including Sales Tax ----- \$311,480.58**

**CG800 - 800A - Auto Transfer Switch**

TRUONE CG CONTROLLER

OPEN TRANSITION

STANDARD - NO BYPASS

NEMA 3R 800 AMPS

**Total for One (1) of the CG800 ATs ----- \$11,967.00**

**9% Sales Tax on \$47,868.00 ----- \$1,077.03**

**Total including Sales Tax ----- \$13,044.03**

**Foxfab 800A Manual TS for Temp Genset**

**FFCC-C2-800-FT-U4-G-ALU-LA-AF-AF2-AD2-AG**

Consisting Of:

• 5052 Aluminum Construction

• Type 3R Enclosure

**Total for One (1) of the 800A MTs ----- \$18,240.00**

**9% Sales Tax on \$18,240.00 ----- \$1,641.60**

**Total including Sales Tax ----- \$19,881.60**

**Power Systems Division**

3850 Channel Drive  
West Sacramento, CA 95691-3443  
(916) 373-4197  
(888) 373-1359 Toll Free  
(916) 373-4146 Fax

1521 West Charter Way  
Stockton, CA 95206-1112  
(209) 466-6000  
(800) 347-4658 Toll Free  
(209) 467-4658 Fax

[www.holtca.com](http://www.holtca.com)

**HOLT**  
of California

**Grand Total**  
**Including 9% Sales Tax for One (1) Diesel**  
**Gensets and ATs & MTs ----- \$344,406.21**

**Delivery**

**Pricing includes freight & delivery.** Depending on time of delivery lead-time can change current lead times for Gensets. The 500kW C18 T4F Diesel Powered Genset's approximate lead time is 21 to 25 weeks, plus freight transit time after the release to order.

**Power Systems Division**

[www.holtca.com](http://www.holtca.com)

3850 Channel Drive  
West Sacramento, CA 95691-3443  
(916) 373-4197  
(888) 373-1359 Toll Free  
(916) 373-4146 Fax

1521 West Charter Way  
Stockton, CA 95206-1112  
(209) 466-6000  
(800) 347-4658 Toll Free  
(209) 467-4658 Fax


**HOLT**  
of California


**CAT**®

**September 16, 2024**

**Project: Stribley Community Center– Sourcewell Pricing**

**Quote # ddh091624B – Sourcewell Member’s Account # 26357**

Holt of California, Inc is pleased to present the following quotation:

**D500 C18 T4F – 500kW – Diesel Powered Genset  
EPA/CARB TIER 4 FINAL EMISSIONS CERTIFIED**

60 Hz, 500kW STANDBY - 480V

**Includes Start-Up and 2-Hour Resistive Load Bank Test and Training**

<b>Total for One (1) of the D500 C18 T4F gensets -----</b>	<b>\$285,762.00</b>
<b>9% Sales Tax on \$285,762.00 -----</b>	<b>\$25,718.58</b>
<b>Total including Sales Tax -----</b>	<b>\$311,480.58</b>

**CG800 - 800A - Auto Transfer Switch**

TRUONE CG CONTROLLER

OPEN TRANSITION

STANDARD - NO BYPASS

NEMA 3R 800 AMPS

<b>Total for One (1) of the CG800 ATs -----</b>	<b>\$11,967.00</b>
<b>9% Sales Tax on \$47,868.00 -----</b>	<b>\$1,077.03</b>
<b>Total including Sales Tax -----</b>	<b>13,044.03</b>

**Foxfab 800A Manual TS for Temp Genset**

**FFCC-C2-800-FT-U4-G-ALU-LA-AF-AF2-AD2-AG**

Consisting Of:

- 5052 Aluminum Construction
- Type 3R Enclosure

<b>Total for One (1) of the 800A MTs -----</b>	<b>\$18,240.00</b>
<b>9% Sales Tax on \$18,240.00 -----</b>	<b>\$1,641.60</b>
<b>Total including Sales Tax -----</b>	<b>\$19,881.60</b>

**Power Systems Division**

3850 Channel Drive  
West Sacramento, CA 95691-3443  
(916) 373-4197  
(888) 373-1359 Toll Free  
(916) 373-4146 Fax

1521 West Charter Way  
Stockton, CA 95206-1112  
(209) 466-6000  
(800) 347-4658 Toll Free  
(209) 467-4658 Fax

[www.holtca.com](http://www.holtca.com)

**HOLT**  
of California

**Grand Total**  
**Including 9% Sales Tax for One (1) Diesel**  
**Gensets and ATs & MTs ----- \$344,406.21**

**Delivery**

**Pricing includes freight & delivery.** Depending on time of delivery lead-time can change current lead times for Gensets. The 500kW C18 T4F Diesel Powered Genset's approximate lead time is 21 to 25 weeks, plus freight transit time after the release to order.

**Power Systems Division**

[www.holtca.com](http://www.holtca.com)

3850 Channel Drive  
West Sacramento, CA 95691-3443  
(916) 373-4197  
(888) 373-1359 Toll Free  
(916) 373-4146 Fax

1521 West Charter Way  
Stockton, CA 95206-1112  
(209) 466-6000  
(800) 347-4658 Toll Free  
(209) 467-4658 Fax


**HOLT**  
of California


**CAT**®

**October 25, 2024**

**Project: New City Hall – Sourcewell Pricing Quote #**

**ddh081324B – Sourcewell Member’s Account # 26357**

Holt of California, Inc is pleased to present the following quotation:

**D500 C18 T4F – 500kW – Diesel Powered Genset ----- \$285,762.00 (Each)**  
**EPA/CARB TIER 4 FINAL EMISSIONS CERTIFIED**  
 60 Hz, 500kW STANDBY - 480V  
**Includes Start-Up and 2-Hour Resistive Load Bank Test and Training**  
**Total for Four (4) of the D500 C18 T4F gensets ----- \$1,143,048.00**  
**9% Sales Tax on \$1,143,048.00 ----- \$102,874.32**  
**Total including Sales Tax ----- \$1,245,922.32**

**CG800 - 800A - Auto Transfer Switch ----- \$11,967.00 (Each)**  
 TRUONE CG CONTROLLER  
 OPEN TRANSITION  
 STANDARD - NO BYPASS  
 NEMA 3R 800 AMPS  
**Total for Four (4) of the CG800 ATs ----- \$47,868.00**  
**9% Sales Tax on \$47,868.00 ----- \$4,308.12**  
**Total including Sales Tax ----- \$52,176.12**

**Foxfab 800A Manual TS for Temp Genset ----- \$18,240.00 (Each)**  
**FFCC-C2-800-FT-U4-G-ALU-LA-AF-AF2-AD2-AG**  
 Consisting Of:  
 • 5052 Aluminum Construction  
 • Type 3R Enclosure  
**Total for Four (4) of the 800A MTSs ----- \$72,960.00**  
**9% Sales Tax on \$72,960.00 ----- \$6,566.40**  
**Total including Sales Tax ----- \$79,526.40**

**Power Systems Division**

3850 Channel Drive  
 West Sacramento, CA 95691-3443  
 (916) 373-4197  
 (888) 373-1359 Toll Free  
 (916) 373-4146 Fax

1521 West Charter Way  
 Stockton, CA 95206-1112  
 (209) 466-6000  
 (800) 347-4658 Toll Free  
 (209) 467-4658 Fax

[www.holtca.com](http://www.holtca.com)


**HOLT**  
of California


**CAT**®

## **Grand Total Including 9% Sales Tax for four (4) Diesel Gensets and ATs & MTSs ----- \$1,377,624.84**

### **Delivery**

**Pricing includes freight & delivery.** Depending on time of delivery lead-time can change current lead times for Gensets. The 500kW C18 T4F Diesel Powered Genset's approximate lead time is 21 to 25 weeks, plus freight transit time after the release to order.

### **Exception and Clarification:**

**This quote is based on verbal specifications with the following exceptions/clarifications.**

**Note: The material listed in this quotation is our interpretation of the system requirements. We do not guarantee quantities, descriptions, etc. other than those shown. This quotation and Accompanying Bill of Material is to be considered as one entity. Any item not included in the Bill of Material is hereby excluded from our offer. Any deviations or additions will be subject to a revised quotation and may result in additional charges.**

### **Equipment Quoted:**

Holt of California is offering Caterpillar's standard product that meets of the performance intent of the specification. However, we take general exception to any components or brands which are proprietary to any specific brand or are not part of our standard product and do not enhance the equipment's ability to perform its function or meet the applicable codes for this project.

All Diesel Fuel and DEF, including fuel required for initial start and test and refill after testing, will be supplied by others - **not** Holt of California.

**Gas supply to generator set will be supplied by others - not Holt of California. This includes proper fuel pipe sizing and pressure. Check with Holt of California for proper fuel system before installation. Holt of California takes no responsibility for proper fuel pipe sizing and installation or proper fuel pressure for starting and running generator set at full load.**

No special lugs included in our quotes unless specifically identified on our proposal. You will receive the standard lugs for the provided breakers.

### **Power Systems Division**

3850 Channel Drive  
West Sacramento, CA 95691-3443  
(916) 373-4197  
(888) 373-1359 Toll Free  
(916) 373-4146 Fax

1521 West Charter Way  
Stockton, CA 95206-1112  
(209) 466-6000  
(800) 347-4658 Toll Free  
(209) 467-4658 Fax

[www.holtca.com](http://www.holtca.com)





**HOLT**  
of California



**CAT**

Load-bank testing is quoted at ground level within 100 feet of generator set connection point. Any additional distance or equipment to accommodate accessibility for load-bank testing will be at an additional price.

SUBMITTALS: Submittal drawings will be available approximately 2 to 4 weeks after receipt of purchase order.

One (1) copy of factory standard, operations and maintenance manuals.

This quote is valid for 30 days, and the following are **not** included, installation (including genset concrete pad design/engineering or anchoring calculations), wiring, fuel, permitting, or permitting fees including AQMD permits. FOB Job Site, unloading and placement by others. Holt of California, Inc is a material supplier, and is exempt from any contractor requirements. The engine quoted is emissions rated, but the owner/contractor is advised to inquire with the local air quality authority regarding any specific requirements for aftermarket products not included with bill of materials.

WITH APPROVED CREDIT, TERMS OF PAYMENT ARE NET (30) DAYS FROM INVOICE DATE. CUSTOMER SHALL PAY A LATE CHARGE OF 1.5% PER MONTH OF ALL AMOUNTS PAST DUE. THE PLACE OF PAYMENT IS P.O. BOX 100001, SACRAMENTO, CALIFORNIA 95813.

CREDIT: Subject to approval.

CANCELLATION POLICY: Rates for change orders and / or cancellations will be consistent with those of Caterpillar, Inc. at time of order.

Thank you for this opportunity to quote **CATERPILLAR** products. Please call if we may answer any questions, or be of further service.

Sincerely,

By  
Dave Harris  
Sales Engineer  
Power Systems Division  
916-373-4183 o  
916-826-3148 c  
916-373-4146 f  
[dharris@holtca.com](mailto:dharris@holtca.com)

**Power Systems Division**

[www.holtca.com](http://www.holtca.com)

3850 Channel Drive  
West Sacramento, CA 95691-3443  
(916) 373-4197  
(888) 373-1359 Toll Free  
(916) 373-4146 Fax

1521 West Charter Way  
Stockton, CA 95206-1112  
(209) 466-6000  
(800) 347-4658 Toll Free  
(209) 467-4658 Fax



**HOLT**  
of California



**CAT**<sup>®</sup>

1. **PARTIES.** This Sale Order/Quotation (“Agreement”) is made by and between Holt of California or Holt Rental Services dba The CAT Rental Store as seller (“Holt”) and Customer described on the front of this Agreement as buyer and is effective when signed by Holt and Customer. This Agreement may be executed and delivered by facsimile.
2. **SALE OF GOODS.** Seller shall transfer and deliver to Customer, and Customer shall pay for and accept, the material and equipment described on the front of this Agreement (“Goods”). The time of delivery of the Goods shall be on or about the Estimated Delivery Date, provided that Holt may change the Estimated Delivery Date without Customer’s consent, and Holt shall not be liable for delays in delivery of the Goods. The place of delivery shall be Holt’s place of business. Risk of loss shall pass to Customer upon delivery of the Goods to Customer or to Customer’s shipper.
3. **INSPECTION.** Customer shall have the right to inspect the Goods at the time and place of delivery before paying for or accepting them. Upon Customer’s acceptance of the Goods, Customer shall be conclusively presumed to be satisfied with the condition and conformance of the Goods.
4. **WAIVER/AMENDMENTS.** The failure by Holt to enforce any provision hereof shall not constitute a waiver by Holt of such provisions, nor of any subsequent breach of the same, nor of any other provision hereof. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements or understandings of the parties. No amendment shall be binding unless in writing and signed by the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. No agent, employee or representative of Holt has the authority to bind Holt to any representation or warranty regarding the Goods that is not contained in this Agreement.
5. **LIMITATION OF ACTIONS.** Any action for breach of this Agreement must be commenced within one year after the facts giving rise to the cause of action. Customer waives the right to a trial by jury.
6. **ASSIGNMENT.** This Agreement may be assigned by Holt to a third party without the prior consent of Customer.
7. **ATTORNEY’S FEES.** In any litigation, arbitration or other proceeding by which one party seeks to enforce its rights under this Agreement (whether in contract, tort, or both), the prevailing party shall be awarded reasonable attorney’s fees, costs, and expert witness fees.
8. **VENUE.** Any dispute that arises between the parties shall be resolved in the Superior Court of California, County of Sacramento or County of San Joaquin, California.
9. **CALIFORNIA LAW.** This Agreement, and any dispute between the parties, shall be governed by California law. If any provision of this Agreement is held to be invalid in whole or in part, the validity of the remaining provisions shall not be affected.
10. **INDEMNITY.** Customer shall take all necessary precautions regarding the Goods and protect all persons and property from injury or damage. CUSTOMER SHALL INDEMNIFY AND HOLD HOLT FREE AND HARMLESS AGAINST ANY AND ALL CLAIMS, LOSS, DAMAGE, LIABILITY, EXPENSE (INCLUDING ATTORNEY’S FEES) AND PENALTY OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION INJURIES OR DEATH TO PERSONS AND DAMAGE TO PROPERTY

ARISING OUT OF THE USE, MAINTENANCE, OPERATION, STORAGE, INSTRUCTION, DELAY (INCLUDING ANY DELAY IN OR FAILURE OF DELIVERY), SELECTION, PURCHASE, ACCEPTANCE OR REJECTION, OWNERSHIP, CONDITION, REPAIR OR POSSESSION OF THE GOODS OR ITS HANDLING OR TRANSPORTATION EXCEPT CLAIMS ARISING THROUGH THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF HOLT, WHETHER ATTRIBUTABLE TO A DEFECT IN THE GOODS, THE MATERIAL USED THEREIN OR THE DESIGN, MANUFACTURE OR TESTING OF THE GOODS, REGARDLESS OF WHETHER ANY SUCH DEFECT IS DISCOVERED, OR WHETHER THE GOODS ARE IN POSSESSION OF CUSTOMER OR THE LOCATION OF THE GOODS. CUSTOMER IS FULLY AWARE AND

ACKNOWLEDGES THERE IS A RISK OF INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE GOODS AND HEREBY ELECTS TO VOLUNTARILY ASSUME ALL OF THE ABOVE RISKS OF INJURY OR DAMAGE.

**Power Systems Division**

3850 Channel Drive  
West Sacramento, CA 95691-3443  
(916) 373-4197  
(888) 373-1359 Toll Free  
(916) 373-4146 Fax

1521 West Charter Way  
Stockton, CA 95206-1112  
(209) 466-6000  
(800) 347-4658 Toll Free  
(209) 467-4658 Fax

[www.holtca.com](http://www.holtca.com)



CUSTOMER AGREES TO RELEASE AND DISCHARGE HOLT FROM ANY AND ALL RESPONSIBILITY OR LIABILITY FROM SUCH INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE GOODS; AND CUSTOMER FURTHER AGREES TO WAIVE, RELEASE AND DISCHARGE ANY AND ALL CLAIMS FOR INJURY OR DAMAGE AGAINST HOLT WHICH CUSTOMER OTHERWISE MAY BE ENTITLED TO ASSERT.

11. **DISCLAIMER OF WARRANTIES/WAIVER OF DAMAGES.** EXCEPT AS OTHERWISE PROVIDED IN WRITING, NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE OR HAVE BEEN MADE OR AUTHORIZED BY HOLT WITH RESPECT TO THE GOODS AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED BY HOLT. CUSTOMER ACKNOWLEDGES THAT IF THERE IS A WARRANTY FOR THE GOODS, IT IS PROVIDED BY THE MANUFACTURER AND NOT BY HOLT. Customer acknowledges that it has selected the Goods on the basis of its own judgment and expressly disclaims any reliance upon any statements or representation made by Holt. Holt shall not be responsible to Customer for loss of use of Goods, loss of profits, or any other consequential damages. Holt shall not be liable for failure to deliver the Goods, or for any damages resulting from the selection, installation, operation or use of the Goods. Holt's liability regarding the Goods and/or this Agreement for any damages, whether arriving in contract, tort, or otherwise, shall be limited to the aggregate price of the Goods paid as of the date of the claim giving rise to the alleged damages.

12. **SECURITY INTEREST.** Customer hereby grants Holt a security interest in the Goods, including any attachments, accessions, and proceeds, to secure payment of the sales price and performance of Customer's obligations under this Agreement. Customer authorizes Holt to file such forms and documents as reasonably required by Holt to perfect its security interest, including but not limited to a UCC-1 financing statement with the California Secretary of State's Office. Holt shall have all of the rights of a secured party pursuant to the California Commercial Code until the Goods are paid in full.

13. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on Customer and its successors and assigns without regard to changes in the form of Customer's business entity or name or membership.

14. **PURCHASE ORDER.** Holt shall not be bound by the terms of any purchase order issued by Customer unless signed by Holt. In the event of a conflict between any such purchase order and this Agreement, this Agreement shall control.

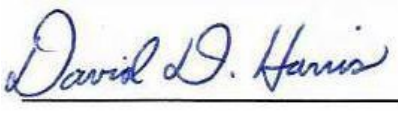
TERMS OF PAYMENT ARE NET (10) DAYS FROM INVOICE DATE. CUSTOMER SHALL PAY A LATE CHARGE OF 1.5% PER MONTH OF ALL AMOUNTS PAST DUE. THE PLACE OF PAYMENT IS P.O. BOX X, SACRAMENTO, CALIFORNIA 95813. CUSTOMER REPRESENTS AND WARRANTS THAT THE GOODS PURCHASED ARE NOT PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

**DATED:10/25/2024**

**DATED:**

**HOLT OF CALIFORNIA**

**CUSTOMER**

X 

X \_\_\_\_\_

By: David D. Harris

By: \_\_\_\_\_

Title: Power Systems Sales Engineer

Title: \_\_\_\_\_

**Power Systems Division**

3850 Channel Drive  
West Sacramento, CA 95691-3443  
(916) 373-4197  
(888) 373-1359 Toll Free  
(916) 373-4146 Fax

1521 West Charter Way  
Stockton, CA 95206-1112  
(209) 466-6000  
(800) 347-4658 Toll Free  
(209) 467-4658 Fax

[www.holtca.com](http://www.holtca.com)