

**MASTER AGREEMENT #062326**

CATEGORY: Electrical Energy Power Generation Equipment with Related Parts, Supplies and Services
SUPPLIER: Caterpillar Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Caterpillar Inc., 5212 N. O'Connor Blvd., Suite 1100, Irving, TX 75039 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article I:
General Terms

The General Terms in this Article I control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article II), and between Supplier and Participating Entity (Article III), respectively. These Article I General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- A. **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- B. **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- C. **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction and respective funding source restrictions. Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing Sourcewell's Cooperative Purchasing Program Master Agreements.

- D. **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.
- E. **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on August 21, 2030, unless it is cancelled or extended as defined in this Agreement.
1. **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 2. **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- F. **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- G. **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #062326 ("RFP") to Participating Entities. In Scope solutions include, but not limited to:
1. Stationary and mobile electrical generation systems:
 1. Prime and continuous systems,
 2. Backup or standby systems,
 3. Paralleling and modular systems;
 4. Containerized and skid-mounted generators,
 5. Trailer or chassis mounted generators,
 2. Parts, accessories, equipment, and supplies that are integral to commencement, use, ongoing operation, and life cycle of new and existing electrical energy power systems, including enclosures, concrete pads, fuel tanks, automatic transfer switches, paralleling equipment, switch gears, connection boxes, controls, alarm modules, batteries, block heaters, and networking tools;
 3. Related services that are integral to commencement, use, ongoing operation, and life cycle of new and existing electrical energy power systems, including design, customization, engineering, commissioning, installation, delivery, training and operation, maintenance and repair, preventive maintenance, service and maintenance agreements, decommissioning and repurposing, custom shop work, and rental services.
- H. **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

- I. **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- J. **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- K. **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- L. **Open Market.** Supplier's open market pricing process is included within its Proposal.
- M. **Supplier Representations:**
 - 1. **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - 2. **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - 3. **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- N. **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- O. **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time during the term of this Agreement.
- P. **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).**
 - 1. Sourcwell issued the RFP for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entities. Sourcwell did not issue the RFP or award any master agreement under a federal award. Participating Entities are

responsible for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements.

2. Participating Entities that are Recipients or Subrecipients of United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. The terms and conditions of Attachment 1 apply when a Participating Entity accesses Supplier's Included Solutions using FEMA funding sources and to other federal funding sources, as applicable. Participating Entities may have additional requirements based on specific funding source terms or conditions. Participating Entities will be responsible for notifying suppliers of any applicable requirements and compliance obligations (including any applicable domestic preference requirements) in resulting transaction documents.
 - All references to "recipient," "non-federal entity," or "subrecipient" should be interpreted to mean the Participating Entity accessing Included Solutions under this Agreement;
 - All references to "supplier" or "contractor" should be interpreted to mean the Supplier;
 - All references to "subcontractor" should be interpreted to mean subcontractors of Supplier offering the Included Solutions;
 - None of the references should be interpreted as reference to Sourcewell; and
 - None of the terms or conditions within this Section should be interpreted to obligate Sourcewell in any way.

Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing this Master Agreement.

EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the

wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. **The Supplier further certifies** that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

BUY AMERICAN PROVISIONS COMPLIANCE. Sourcewell issues solicitations for indefinite quantity cooperative purchasing master agreements which are made available to eligible public agencies. Sourcewell does not issue its solicitations or award its master agreements under any federal award, or specifically under any federal procurement standards related to Buy American or domestic preference. When utilizing federal funding, non-federal entities maintain responsibility for compliance with any specific requirements of the funding award including Buy American. Agencies should specifically verify whether the prospective purchasing implicates Buy American or other domestic preference requirements prior to executing any transaction document with suppliers. When domestic preference requirements are applicable, purchasing agencies must notify suppliers of requirements and either apply the appropriate preferences or secure an appropriate exemption and properly document the process prior to completing a purchase. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322. Participating Entities will be responsible for notifying suppliers of any applicable requirements and compliance obligations (including any applicable domestic preference requirements) in resulting transaction documents.

Article II: Sourcewell and Supplier Obligations

The Terms in this Article II relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- A. **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- B. **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
- Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- C. **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- D. **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- E. **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- F. **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- G. **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- H. **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- I. **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or

remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- J. **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- K. **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- L. **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- M. **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- N. **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.
- O. **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- P. **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- Q. **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

R. **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

S. **Grant of License.**

1. **During the term of this Agreement:**

a. **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

b. **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement 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, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

4. **Termination.** Upon the termination of this Agreement 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.

T. **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue

for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- U. **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- V. **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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. **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 Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 2. **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 3. **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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.
 4. **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 Agreement 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. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

5. **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

- W. **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' **written** notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- X. **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of **material** breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article III: Supplier Obligations to Participating Entities

The Terms in this Article III relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article I General Terms control over any conflict with this Article III. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

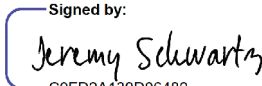
- A. **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- B. **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs. Participating Entities are encouraged to establish flexibility delivery schedules whenever possible.

- C. **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- D. **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- E. **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- F. **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- G. **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- H. **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar **document** extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

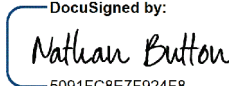
062326-CAT

Sourcewell

Caterpillar Inc.

Signed by:

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

Date: 8/24/2026 | 8:17 AM CDT

DocuSigned by:

5091FC8E7F924F8...
By: _____
Nathan Button
Title: VP & General Manager Retail Electric
Power Solutions

Date: 8/23/2026 | 6:00 PM CDT

ATTACHMENT 1**PROVISIONS FOR PARTICIPATING ENTITIES' PROCUREMENTS UNDER UNITED STATES FEDERAL GRANT-FUNDED AWARDS AND FEMA AWARDS**

Sourcewell's Cooperative Purchasing Program Master Agreements are available to Participating Entities. A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction and respective funding source restrictions. Participating Entities that are Recipients or Subrecipients of United States federal grant or other federal funding, including through the Federal Emergency Management Agency (FEMA), to purchase solutions from the Master Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200.

Participating Entities may have additional requirements based on specific funding source terms or conditions. Accordingly, Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing the Master Agreement.

Within this Attachment:

- All references to "federal" should be interpreted to mean the United States federal government. All references to "recipient," "non-federal entity," or "subrecipient" should be interpreted to mean the Participating Entity accessing the Master Agreement;
- All references to "supplier" or "contractor" should be interpreted to mean the Supplier;
- All references to "subcontractor" should be interpreted to mean subcontractors of Supplier offering the solutions under the Master Agreement;
- None of the references should be interpreted as reference to Sourcewell; and
- None of the terms or conditions within this Attachment should be interpreted to obligate Sourcewell in any way.

The following terms and conditions apply when a Participating Entity accesses Supplier's solutions under the Master Agreement using United States federal funding sources.

A. Davis-Bacon Act, As Amended (40 U.C.S. § 3141-3148).

When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Suppliers must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Suppliers must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage

determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Suppliers and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Supplier or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

B. Copeland "Anti-Kickback" Act.

1. **Supplier.** The Supplier shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
2. **Subcontracts.** The Supplier or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Supplier shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Supplier and subcontractor as provided in 29 C.F.R. § 5.12.

C. Contract Work Hours And Safety Standards Act (40 U.S.C. § 3701-3708).

1. **Overtime requirements.** No Supplier or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5) the Supplier and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Supplier and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each

individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5).

3. **Withholding for unpaid wages and liquidated damages.** The grant recipient or sub-recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Supplier or subcontractor under any such contract or any other federal contract with the same prime Supplier, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Supplier, such sums as may be determined to be necessary to satisfy any liabilities of such Supplier or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section (29 C.F.R. §5.5).

4. **Subcontracts.** The Supplier or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section (29 C.F.R. §5.5) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Supplier shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section (29 C.F.R. §5.5). Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

D. Rights To Inventions Made Under a Contract or Agreement.

If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

E. Clean Air Act (42 U.S.C. § 7401-7671q.) And The Federal Water Pollution Control Act (33 U.S.C. § 1251-1387).

Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

F. Debarment And Suspension (Executive Orders 12549 And 12689).

A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).

Suppliers who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

If applicable, Suppliers must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000:

"APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Supplier, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Supplier understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Supplier's Authorized Official

Name and Title of Supplier's Authorized Official

Date

H. Record Retention Requirements.

To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. Energy Policy And Conservation Act Compliance.

To the extent applicable, Supplier must comply with the mandatory standards and policies relating to

energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. Buy American Provisions Compliance.

Sourcewell issued the solicitation for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entity. Sourcewell did not issue this solicitation or award any master agreement under a federal award. Responsibility for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements is that the Participating Entity. Compliance with all applicable federal, state, and local requirements, including those related to federal awards, is the responsibility of the Participating Entity.

Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. Access to Records (2 C.F.R. § 200.336).

Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents. (For FEMA funded projects see paragraph X.)

L. Procurement of Recovered Materials (2 C.F.R. § 200.322).

A non-federal entity that is a state agency or agency of a political subdivision of a state and its Suppliers must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. Federal Seal(s), Logos, And Flags.

The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval. (For FEMA funded projects see paragraph X.)

N. No Obligation by Federal Government.

The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. Program Fraud and False or Fraudulent Statements or Related Acts.

The Supplier acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. Federal Debt.

The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. Conflicts Of Interest.

The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. Executive Order 13224.

The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. Prohibition On Certain Telecommunications and Video Surveillance Services or Equipment.

To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216. (For FEMA funded projects see paragraph X.)

T. Domestic Preferences for Procurements.

To the extent applicable, Supplier certifies that during the term of this Contract, and any underlying contracts with Participating Entities, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

U. Build America, Buy America Act (BABAA).

Sourcewell issued the solicitation for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entity. Sourcewell did not issue this solicitation or award any master agreement under a federal award. Responsibility for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements is that the Participating Entity. Compliance with all applicable federal, state, and local requirements, including those related to federal awards, is the responsibility of the Participating Entity.

Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to (insert name of recipient/subrecipient) with each bid or offer for an

infrastructure project, unless a domestic preference requirement is waived by the federal awarding agency. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to the federal awarding agency; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to the federal awarding agency.

V. Partnerships with Faith-Based and Neighborhood Organizations (Executive Order 14015, Feb. 14, 2021; Federal Register, Vol. 89, No. 43).

A faith-based organization that participates in this program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

A faith-based organization may not use direct Federal financial assistance from Participating Entity and/or the federal government to support or engage in any explicitly religious activities except when consistent with the Establishment Clause and any other applicable requirements. An organization, business, non-profit organization, partnership, limited liability corporation or partnership, corporation, individual, or other entity receiving Federal financial assistance also may not, in providing services funded by Participating Entity and/or the federal government, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

All organizations receiving federal money through Participating Entity to provide social services shall provide the following notice, in substance, to beneficiaries of the protections listed herein:

“Name of Organization:

Name of Program:

Contact Information for Federal Grant Program Office (name, phone number, and email address, if appropriate):

Because this program is supported in whole or in part by financial assistance from the Federal Government, we are required to let you know that:

- We may not discriminate against you on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;
- We may not require you to attend or participate in any explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) that may be offered by our organization, and any participation by you in such activities must be purely voluntary;

- We must separate in time or location any privately funded explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) from activities supported with direct Federal financial assistance
- You may report violations of these protections, including any denials of services or benefits by an organization, by contacting or filing a written complaint with the grant program office using the contact information set forth above; and
- If you would like to seek information about whether there are any other federally funded organizations that provide these kinds of services in our area, please use the contact information set forth above.

This written notice must be given to you before you enroll in the program or receive services from the program, unless the nature of the service provided or exigent circumstances make it impracticable to provide the actual service. In such an instance, this notice must be given to you at the earliest available opportunity.”

W. Additional FEMA Recommended Provisions:

1. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. Prohibitions.

- i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- ii. Unless an exception in paragraph (3) of this clause applies, the contractor and its **subcontractors** may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (a) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- (b) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (c) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (d) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions.

- i. This clause does not prohibit Suppliers from providing—
 - (a) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (b) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- ii. By necessary implication and regulation, the prohibitions also do not apply to:
 - (a) Covered telecommunications equipment or services that:
 - (1) Are not used as a substantial or essential component of any system; and
 - (2) Are not used as critical technology of any system.
 - (b) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement.

- i. In the event the Supplier identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Supplier is notified of such by a subcontractor at any tier or by any other source, the Supplier shall report the information in paragraph d.ii. of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for

reporting the information.

- ii. The **Supplier** shall report the following information pursuant to paragraph d.i of this clause:
 - (a) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (b) Within 10 business days of submitting the information in paragraph d.ii.(b) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Supplier shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- 2. **Subcontracts.** The Supplier shall insert the substance of this clause, including this paragraph, in all subcontracts and other contractual instruments.

- a. **Access to Records.** The Supplier agrees to provide (insert name of participating entity), (insert name of pass- through entity, if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Supplier which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- i. The Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - ii. The Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

- b. **DHS Seal, Logo, and Flags.** The Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Supplier shall include this provision in any subcontracts.

- c. **Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

d. **Copyright and Data Rights.**

License and Delivery of Works Subject to Copyright and Data Rights.

The Supplier grants to the (insert name of participating entity), a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Supplier will identify such data and grant to the (insert name of participating entity) or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Supplier will deliver to the (insert name of participating entity) data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of participating entity).

e. **Build America, Buy America Act (BABAA) for Architectural and/or Engineering Contracts**

Build America, Buy America Act Preference.

Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117- 58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States

RFP #062326 - 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:	Maddie Nedelcoff
Email:	Maddie.Nedelcoff@cat.com
Phone:	608-572-4446
Fax:	847-212-8020
HST#:	

Submission Details

Created On:	Tuesday May 19, 2026 12:47:15
Submitted On:	Tuesday June 23, 2026 15:07:48
Submitted By:	Maddie Nedelcoff
Email:	Maddie.Nedelcoff@cat.com
Transaction #:	e941b59a-7de9-4010-8f45-e5b798355f7d
Submitter's IP Address:	10.13.0.22

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Provide a concise response to each question. Do not attach additional documents to your response without providing a substantive response within the Specification Tables; attachments should be SUPPLEMENTAL to your answers. Do not leave answers blank; respond "N/A" if the question does not apply to your organization and include an explanation why it does not apply.

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, DBA, and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement. Entities that have not been awarded will not be added to an existing master agreement through the affiliation of the Proposer's corporate organization.

#	Question	Response *	
1	Provide the legal entity name of the Proposer authorized to submit this Proposal.	Caterpillar Inc	*
2	In the event of award, is the entity named in Line Item 1, the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, DBA, authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 11083, SAM UEI: C9C6HPQLL4A8	*
5	Provide your NAICS code applicable to Solutions proposed.	335999 - All EPG	
6	Proposer Physical Address:	5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039	*
7	Proposer website address (or addresses):	https://www.caterpillar.com/	*
8	Identify the Proposer's Authorized Representative, include name, title, address, email address, and phone number. The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer.	Authorized Rep: Nathan Button Title: Vice President & General Manager, Retail Electric Power Solutions Address: 5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039 Email: Button_Nathan_C@cat.com Phone: +1 309 675 7271	*
9	Identify the Proposer's primary contact for this proposal, include name, title, address, email address, and phone number:	Primary Contact: Maddie Nedelcoff Title: Sales Support Specialist Address: 5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039 Email: maddie.nedelcoff@cat.com Phone: 608-572-4446	*
10	Identify the Proposer's other contacts for this	Other Contact: Kayla Wehnes	*

	proposal, if any, include name, title, address, email address, and phone number.	Title: Senior Manager Sales Retail Electric Power Solutions Address: 5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039 Email: kayla.wehnes@cat.com Phone: +1 860 559 0512	
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Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

#	Question	Response *	
11	Provide a brief history of your company and industry longevity related to the requested Solutions.	Caterpillar was founded in 1925 when two entrepreneurs merged their companies: Holt Manufacturing Company and C.L. Best Tractor Company. The merger proved successful because both founders shared a commitment to producing high-quality products and delivering exceptional customer support. That commitment remains fundamental to Caterpillar as the company enters its second century of operations. The key to customer satisfaction is two-fold: building the best products in the world and empowering Caterpillar’s independent global dealer network to deliver unmatched support. Through this combination, Caterpillar consistently demonstrates that its products provide superior value to customers, regardless of geography or application. Caterpillar produced its first diesel engine in 1939. In 1953, the company established a division dedicated to serving a broad range of diesel engine customers, including those requiring power generation solutions. Today, power generation is a core component of Caterpillar’s Energy & Transportation business. In 2025, the Power & Energy segment generated approximately \$32.2 billion in global revenue, driven by strong demand for electric power, data center infrastructure, oil and gas, and distributed energy applications. Since its founding, Caterpillar Inc. has maintained a culture centered on customer success and long-term product support. The organization places strong emphasis on the customer experience, recognizing that satisfaction throughout a product’s lifecycle determines repeat business and long-term engagements. This customer-focused mindset is deeply embedded across Caterpillar’s workforce and dealer network. Caterpillar maintains a robust Code of Conduct, publicly available through Caterpillar Values in Action. The Code defines Caterpillar’s expectations for ethical behavior and guides decision-making across the organization. The following statement from Joe Creed, Caterpillar Chairman and Chief Executive Officer, summarizes the significance of these values in today’s Caterpillar culture: “For 100 years, our people have been the foundation of Caterpillar’s success. What unites us is a shared commitment to integrity, operational excellence, and serving our customers with accountability and respect. As we enter our second century, our values continue to guide how we conduct business, how we support our dealers and customers, and how we deliver long-term value for all stakeholders.” Caterpillar products deliver measurable advantages in total owning and	*

		operating costs, supported by advanced safety systems, integrated telematics, data-driven fleet insights, and extensive training and application support services provided through Caterpillar dealers. This comprehensive approach enables customers to operate more efficiently, safely, and sustainably throughout the life of their equipment.	
12	Describe what specific outcomes or deliverables your company anticipates upon receiving an award from Sourcewell.	Caterpillar is honored to have served Sourcewell and its members for more than 15 years, supporting the purchase of Cat construction equipment, work tools, rental solutions, and electrical power generation products through multiple Sourcewell programs. Caterpillar values its long-standing collaboration with Sourcewell, including ongoing engagement with the Government Solutions Team (GST), which has helped ensure contract alignment, ease of use, and high levels of member satisfaction. Caterpillar is proud to be a long-standing contract partner across multiple active Sourcewell awards, including the Power Generation and Services contract (092222-CAT), the Machine contract, and the Rental contract (040924-CAT). Through these contracts, Caterpillar and its dealer network provide Sourcewell members with flexible procurement options covering ownership, rental, and full lifecycle product support. Caterpillar dealers actively leverage these agreements to support member needs across diverse applications and geographies. In addition, Caterpillar is honored to have received the Sourcewell Legacy Award in 2019, recognizing the company's sustained commitment to cooperative contracting excellence. Caterpillar has been the top contributor to generator sales within the current Power Generation and Services contract and continues to see strong momentum in this segment. Together with the Machine and Rental contracts, Caterpillar views the Power Generation award as an opportunity to further strengthen an integrated, multi-contract solution set for Sourcewell members. Caterpillar's expectation in the event of an award is to continue expanding support for Sourcewell members through coordinated use of the Power Generation, Machine, and Rental contracts, supported by GST collaboration and an extensive North American dealer network. With historical average annual growth of approximately 20–30% across Sourcewell programs over the past several years, Caterpillar remains committed to sustaining this growth while delivering compliant pricing, high-quality products, and best-in-class service and support to Sourcewell members.	*
13	Provide non-confidential indicators that demonstrate your organization's financial strength and long-term stability. Acceptable examples include such items as: • Annual revenue range (select a range—do not provide confidential statements) • Years in business	Maintaining strong financial performance and balance sheet strength is a critical priority for Caterpillar Inc. Caterpillar receives debt ratings from all major credit rating agencies and is currently rated "A" / "mid-A" by S&P Global Ratings and Fitch Ratings, and "A2" (low-A) with a stable to positive outlook by Moody's Investors Service. Maintaining strong investment-grade credit ratings is fundamental to Caterpillar's disciplined capital deployment strategy and long-term financial stability. Caterpillar's focus on financial discipline has resulted in performance that, on a comparative basis, has generally demonstrated higher profitability, lower leverage, and strong liquidity versus peer manufacturers. Caterpillar consistently maintains a robust liquidity profile and significant enterprise cash balances, providing flexibility to support	*

	- Publicly available SEC filings (if applicable) - Third party credit scores or ratings (e.g., D&B, bond ratings) - Letters of credit or financial backing from a banking institution Upload supporting documents (as applicable in the document upload section of your response). DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION. Refer to RFP Section VI. Subsection E. Disposition of Proposals.	operations through economic cycles. For the full year 2025, Caterpillar reported: * Sales and revenues of approximately \$67.6 billion * Enterprise operating cash flow of approximately \$11.7 billion * Enterprise cash balance of approximately \$10.0 billion at year-end * \$7.9 billion returned to shareholders through dividends and share repurchases Caterpillar has increased dividends for more than 30 consecutive years and continues to be recognized as a Dividend Aristocrat, reflecting sustained cash generation and long-term financial discipline. This designation requires consistent dividend growth, inclusion in the S&P 500 Index, and significant market capitalization. Additional details regarding Caterpillar's financial position, audited financial statements, SEC filings (including Forms 10-K and 10-Q), quarterly earnings releases, and investor presentations are publicly available on Caterpillar's investor relations website: https://investors.caterpillar.com This transparent, shareholder-facing financial disclosure confirms Caterpillar's long-term financial strength, stability, and ability to support contractual commitments to Sourcewell and its members throughout the full contract term.	
14	Describe your US market share for your proposed Solutions. OR Provide the number of US Education and Government entities you have served over the past three (3) years, along with the total number of states where you have made sales.	Market share information beyond what is publicly disclosed in Caterpillar's annual reports and investor communications is considered confidential. Detailed market share data is not consistently or uniformly reported across the power generation industry and is not readily available due to variations in product categories, applications, duty cycles, emissions regulations, and regional requirements. That said, Caterpillar is widely recognized as a significant and leading contributor to the U.S. and North American overall power generation market, particularly in regulated on-highway and off-highway diesel and natural gas engine applications, standby and prime electric power generation, and distributed energy solutions. Caterpillar serves a broad range of customers across industrial, commercial, governmental, utility, healthcare, data center, and emergency response applications throughout the United States and Canada. Caterpillar's position in the market is supported by: - One of the broadest product portfolios of EPA- and CARB-compliant generator sets and power solutions available in North America - A nationwide, independently owned dealer network that provides local sales, service, parts availability, and lifecycle support - Significant and growing participation in data center, infrastructure, resilience, and distributed energy projects, which continue to drive demand for reliable power generation solutions	*

		- Long-standing engagements with state, local, and cooperative purchasing entities, including Sourcewell, enabling consistent participation in the public sector marketplace While Caterpillar does not publish market share percentages for specific power generation sub-segments, publicly available financial disclosures confirm that the Energy & Transportation segment (which includes Power Generation) represents one of Caterpillar's largest and fastest-growing business segments globally, with strong performance in North America. This sustained performance underscores Caterpillar's role as a major supplier and trusted partner for power generation solutions in the U.S. market.	
15	Describe your Canadian market share for your proposed Solutions. OR Provide the number of Canadian Education and Government entities you have served over the past three (3) years, along with the total number of provinces where you have made sales.	Market share information beyond what is publicly disclosed in Caterpillar's annual reports and investor communications is considered confidential. Detailed market share data is not consistently or uniformly reported across the power generation industry and is not readily available due to variations in product categories, applications, duty cycles, emissions regulations, and regional requirements. That said, Caterpillar is widely recognized as a significant and leading contributor to the U.S. and North American overall power generation market, particularly in regulated on-highway and off-highway diesel and natural gas engine applications, standby and prime electric power generation, and distributed energy solutions. Caterpillar serves a broad range of customers across industrial, commercial, governmental, utility, healthcare, data center, and emergency response applications throughout the United States and Canada. Caterpillar's position in the market is supported by: * One of the broadest product portfolios of EPA- and CARB-compliant generator sets and power solutions available in North America * A nationwide, independently owned dealer network that provides local sales, service, parts availability, and lifecycle support * Significant and growing participation in data center, infrastructure, resilience, and distributed energy projects, which continue to drive demand for reliable power generation solutions * Long-standing engagements with state, local, and cooperative purchasing entities, including Sourcewell, enabling consistent participation in the public sector marketplace While Caterpillar does not publish market share percentages for specific power generation sub-segments, publicly available financial disclosures confirm that the Energy & Transportation segment (which includes Power Generation) represents one of Caterpillar's largest and fastest-growing business segments globally, with strong performance in North America. This sustained performance underscores Caterpillar's role as a major supplier and trusted partner for power generation solutions in the U.S. market.	*
16	Does your organization have any ongoing or	No, Caterpillar has never filed for bankruptcy.	*

	completed bankruptcy proceedings, or have you been included as a possible Responsible Party within the past seven years? If yes, please explain. The proposer must provide notice in writing to Sourcewell if it enters bankruptcy proceedings at any time during the pendency of this RFP.		
17	Does your organization have any current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years? If so, please explain. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Caterpillar has not been suspended or disbarred in trading history.	*
18	Describe any relevant industry awards or achievements that your organization has received in the past three (3) years, including the year received.	Caterpillar Inc. and its global workforce continue to be recognized by respected third-party organizations for excellence in industrial leadership, product innovation, sustainability, financial performance, and workplace culture. Please note: To list all the awards received in the past 3 years would unnecessarily lengthen our response. For brevity, the following highlights representative awards and recognitions Caterpillar has received within the past three years: Corporate, Brand, and Industry Leadership Fortune 500 – Caterpillar has consistently been included in the Fortune 500 ranking of the largest U.S. companies by revenue, including recent recognition in the 2024 and 2025 listings Fortune World’s Most Admired Companies – Caterpillar has been repeatedly recognized for industry leadership, quality of products and services, innovation, and financial strength, including recent placements within the past three years Interbrand – Best Global Brands – Caterpillar has been recognized consistently among Interbrand’s Best Global Brands, reflecting strong brand value, global relevance, and long-term business performance through 2025 Forbes Global Rankings – Caterpillar continues to appear on Forbes rankings such as World’s Best Employers and Most Trusted Companies in America, reinforcing its reputation with customers, employees, and	*

		investors Sustainability and Corporate Responsibility Dow Jones Sustainability Index (North America) – Caterpillar has earned inclusion multiple times within the last five years, recognizing strong performance in environmental, social, and governance (ESG) practices in the industrial manufacturing sector Human Rights Campaign – Corporate Equality Index – Caterpillar continues to receive strong ratings for policies and practices supporting workplace inclusion and equity Industry Sustainability Recognition – Caterpillar’s sustainability reporting and progress toward lower-carbon solutions have been highlighted through its annual Sustainability Reports and related third-party recognition Workplace and Employer Recognition Best Place to Work – Manufacturing & Energy (Glassdoor, 2026) – Caterpillar was recognized based on anonymous employee feedback for workplace culture, career development, and leadership within the manufacturing and energy sector Great Place to Work – Regional and Functional Recognition – Caterpillar and its subsidiaries have received multiple Great Place to Work certifications and regional workplace recognitions across North America, Europe, Asia-Pacific, and Latin America within the past three years Forbes Americas & Global Employer Lists – Caterpillar has continued to appear on Forbes lists recognizing top employers, veterans-friendly workplaces, and companies with strong workplace cultures Product and Engineering Recognition Industry Product Awards – Caterpillar products and technologies, including power generation and energy solutions, have received engineering and industry awards recognizing innovation, durability, and performance, as documented through publicly available product announcements and industry publications Additional detail on Caterpillar’s awards and recognitions can be found on the Caterpillar website at: https://www.caterpillar.com/en/news/c/awards.html	
19	What percentage of your sales were to the government sector in the past three (3) years? This and the following line should not exceed 100%.	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers and their specific needs to ensure success in this market. However, percentage of sales to governmental is considered confidential.	*
20	What percentage of your sales were to the education sector in the past three (3) years? This and the previous line	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers and their specific needs to ensure success in this market. However, percentage of sales to governmental is considered confidential.	*

	should not exceed 100%.		
21	List all state and cooperative purchasing agreements that you hold. Include the sales volume for each of these agreements over the past three (3) 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.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. Include the sales volume for each of these contracts over the past three (3) years.	Caterpillar holds GSA contract GS-30F-0018U, Schedule 23V Automotive Superstore. The sales volume is more than \$9.2M per year. Caterpillar holds GSA EPG contract GS07F6666R, Schedule 56 Buildings and Building Materials. The sales volume is approximately \$1M per year. We do not allow our dealers to use GSA contracts	*

Table 2B: References/Testimonials

Line Item 23. Supply reference information from three customers **who are eligible** to be Sourcewell participating entities.

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

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

#	Question	Response *	
24	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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	Caterpillar is a world class manufacturer which distributes products through a vast and capable independent dealer network. Our dealers are strong independently owned companies and in North America alone our 42 dealers have a combined net worth of billions of dollars and numerous branch locations. 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. Another advantage of independently owned dealers is that they know their customers and markets well. They tailor services specifically to their customer needs. Although we will sign this contract as a manufacturer, our Cat dealers will be given the opportunity to avail themselves of the opportunity presented by the contract and will execute all the transactions with governmental customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts and sales, rental and service. Caterpillar dealers heartily embrace the other Sourcewell contracts currently available to them (011723-CAT, 020223-CAT, 022626-CAT,	

	the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	040924-CAT). They have all been trained on contract usage. In fact, the current Electric Power Generation contract is leveraged by 95% of our dealers in North America. Caterpillar offers specific discounts to Sourcewell members. By using any Sourcewell contact, our dealers agree to honor those discounts.	
25	Describe your sales force, their locations (e.g., regions, territories), number of direct employees (full-time equivalents) involved in each sector (GOV/EDU), and overlap between sales and service, as it relates to the requested Solutions.	The Cat dealer salesforce is among the most capable and highly trained in the industry. Caterpillar dealers act as trusted consultants to their customers, advising them on the most appropriate solutions for specific applications, operating environments, and job requirements. As a manufacturer, Caterpillar requires dealers to follow strict and ongoing training protocols to ensure their sales teams remain current on product updates, regulatory requirements, and evolving customer needs. As it relates to governmental sales, each Caterpillar dealer has one or more designated individuals who serve as key liaisons between Caterpillar and their dealer organization. These individuals receive additional in-depth training on Sourcewell contract requirements and compliance, ensuring proper contract usage and adherence to all applicable terms and conditions. In addition, dealers maintain dedicated electric power and energy specialists who work directly with customers on all aspects of power generation and energy solutions, from initial consultation through implementation and lifecycle support. In North America, Caterpillar dealers collectively employ more than 54,000 people across machine, energy, parts, and service operations. Dealer sales teams are supported by an extensive network of Caterpillar professionals who provide product expertise, application engineering, sales support, and market insight. Each dealer territory is supported by approximately 5 to 8 Caterpillar sales and marketing professionals whose role is to partner closely with dealers to ensure alignment, responsiveness, and continuous improvement. Beyond territory-based support, Caterpillar's global sales and marketing organization includes more than 600, and even more "behind the scenes" of additional professionals focused on product development, market analysis, digital tools, pricing governance, and customer experience. These teams work to ensure industry-leading product design, accurate and up-to-date product information, and ease of doing business in an increasingly connected and technology-enabled marketplace.	*

		Together, this integrated sales and support structure enables Caterpillar and its dealer network to consistently deliver compliant, knowledgeable, and customer-focused sales support to Sourcewell members across North America.	
26	Describe your network of Authorized Sellers who will deliver Solutions, including the number and locations of dealers, distributors, resellers, and other distribution methods, as it relates to the requested Solutions.	The Cat dealer network is key to the success of our company. Boasting over 161 dealers throughout 192 countries worldwide, the Cat dealer network is widely considered to be the best in the industry. Within Canada and the United States, we have 42 dealers and more than 800 dealer owned locations and our easy to view locations map can be found at https://www.cat.com/en_US/support/dealer-locator.html. Cat dealers are independently owned. Each dealer has multiple branches and a mobile service fleet that can serve customers regardless of location. These are full physical locations that governmental customers can use. Because of the size of Cat dealers they are exceptionally capable to serve governmental customers. Dealers have trained specialists that cover many industries including heavy equipment/paving. Collectively, Cat dealer's large net worth permits them to stock a high volume of replacement parts - allowing governmental customers the fastest turnaround on parts availability and repair time. Cat dealers recognize the importance of governmental business to their overall success and they each have one or more governmental specialists who job it is to serve governmental agencies well. You can leverage https://www.cat.com/en_US/support/dealer-locator.html to locate dealers by location.	*
27	Describe your service force, their locations (e.g., regions, territories), number of direct employees (full-time equivalents) involved in each sector (GOV/EDU), and overlap between sales and service, as it relates to the requested solutions.	At Caterpillar, we are very proud of the long-standing saying: "The sales department sells the first machine; the service department sells every one after that." This philosophy reflects Caterpillar's long-recognized reputation for industry-leading service, reliability, and lifecycle support, and it guides how Caterpillar and its dealer network support customers long after the initial sale. The Cat dealer network in North America collectively employs more than 20,000 factory-trained technicians, along with parts experts, product support managers, and other service-oriented staff. These personnel are supported by a broad network of Caterpillar engineers, application specialists, and technical experts. Because Caterpillar products, engines, and power systems continue to evolve with new technologies and emissions requirements, dealer service personnel receive continuous, product-specific training, with formal training sessions conducted weekly somewhere within the network. Technician shortages are an industry-wide challenge; however, because Caterpillar dealers are large, long-established companies, they are able to offer competitive compensation, strong benefits, and defined career development paths that help attract and retain highly skilled service professionals. Caterpillar supports these efforts through workforce development initiatives such as the "Think Big" technician training program, helping ensure a consistent pipeline of qualified service talent. In addition to technicians and mechanics who work directly on	*

		generators and equipment, each Caterpillar dealer maintains a comprehensive service support organization that includes customer-facing service consultants. These individuals work directly with customers to develop preventive maintenance plans, coordinate repair schedules, manage service contracts, and optimize equipment uptime. Collectively, service support personnel represent the majority of staffing at most dealer organizations, and it is estimated that roughly half of all dealer personnel are dedicated to product support and service functions, underscoring Caterpillar's focus on service excellence. Dealer service teams are further supported by a structured network of Caterpillar professionals. Each dealer territory is supported by approximately 5 to 8 Caterpillar parts and service professionals, whose responsibility is to work collaboratively with dealers to ensure consistent service practices, technical compliance, and rapid escalation when needed. Beyond these territory-based roles, Caterpillar employs thousands of additional service, engineering, and technical support professionals whose focus is to improve service processes, maintain up-to-date technical documentation, support diagnostic tools, and ensure rapid resolution of service inquiries. Caterpillar is widely recognized in the industry for fast, dependable service response. Historically, the Cat dealer network has exceeded a 95% two-hour response rate for service-related inquiries, reflecting a strong commitment to customer uptime, responsiveness, and mission-critical support. This service-first culture is a core reason Caterpillar is trusted by government agencies, utilities, emergency response organizations, and infrastructure operators that depend on reliable equipment performance and rapid servicing.	
28	Describe the ordering process from sales/consultation, how the order is placed, through project/order fulfillment. If orders are handled by distributors, dealers, or others, explain their roles and responsibilities in the ordering process.	Our simple and proven order process has been, and will continue to be, well appreciated by Sourcewell and Sourcewell members. The process is designed to be straightforward, transparent, and consistent with how Caterpillar dealers conduct business with governmental customers today. 1. Member Purchase Decision -- When a Sourcewell member decides to purchase a new Cat generator or related power generation solution, the member issues a Purchase Order directly to the authorized Cat dealer. The Purchase Order includes the applicable Sourcewell contract number and the member's Sourcewell member number, ensuring proper identification and contract compliance. 2. Dealer Order Acceptance and Fulfillment -- The Cat dealer reviews and accepts the Purchase Order, confirms configuration and delivery details with the member, issues the invoice, accepts payment, and coordinates delivery of the generator or solution. All commercial terms, pricing, and discounts are administered by the dealer in accordance with the Sourcewell contract. 3. Delivery and Sales Reporting -- After the generator or equipment has been delivered, the dealer follows its normal internal reporting process. This includes identifying the transaction as a Sourcewell sale when	*

		submitting required sales information to Caterpillar. This reporting allows Caterpillar to track contract utilization and ensure consistent compliance across the dealer network. 4. Reporting to Sourcewell -- On a regular basis, typically monthly with quarterly consolidation, Caterpillar aggregates dealer-reported Sourcewell sales activity and submits the required sales information and administrative fee to Sourcewell in accordance with contract requirements. Important Note: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement / PA should be executed between the member and Cat dealer directly. Caterpillar reserves the right to do all of the above sales/order process directly with a government agency instead of through the independent dealer network.	
29	Describe, in detail, the process and procedure of your customer service program. Include your response –times, escalation protocols, issue resolution timeframes, as well as any incentives that help your providers meet your stated service goals or promises.	We are proud that our reputation stands on having the best customer value 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. With an abundance of Caterpillar Network service locations including an estimated sales and service team of 54,000, 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. 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. The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar's Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour. Depending on a customer's needs, they may choose to handle service issues themselves, in conjunction with their dealer, or they may ask their dealer to handle them entirely. To meet the varying desires of each customer, Caterpillar offers a wide range of service programs: -Cat Inspect: a digital way to perform checklists, pre-work inspections, annual inspections and PM checklists. All of which can be captured in the easy-to-use app.	*

		-Condition Monitoring: Lowers the total cost of ownership of a machine. -Customer Value Agreements: Customizable plans to add value to a customer than can include Cat parts, services and support to make owning and maintaining equipment easier and more predictable. CVA benefits include: Ontime delivery, Dealer support, Connectivity and monitoring and Optional protections plans. -S-O-S Services (fluid analysis): A fluid analysis program that provides results that you can trust including trend analysis that provides benefit to your machine and fleet.	
30	Describe your capability to provide the requested Solutions to Sourcewell participating entities in the United States.	We are happy to serve all geographic areas and all Sourcewell member sectors within the United States with our complete product and service offerings. Caterpillar has successfully utilized Sourcewell to sell generators in all states.	*
31	Define any specific 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.	
32	Describe your capability to provide the requested Solutions to Sourcewell participating entities in Canada.	We are capable to serve all geographic areas and all Canoe / 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 Canoe / Sourcewell use and are actively encouraging its use. Caterpillar currently has Canada Sourcewell growth in our Canada Dealer's 2026 Growth Plans. We have gained momentum with our current contract 092222-CAT in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We are proud to serve all geographic areas of the United States and Canada.	*
34	Identify any account type or Participating Entity type from the RFP that will not have full access to the requested Solutions if an agreement is awarded, along with the reason(s) why.	We are proud to serve all Sourcewell Member sectors within the United States and Canada with our complete product and service offerings through Sourcewell. Caterpillar's cooperative purchasing contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting our Sourcewell contracts.	*
35	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, assuming that the entity otherwise meets Sourcewell's requirements to purchase under the master agreement.	*

Table 4: Marketing Plan (100 Points)

#	Question	Response *	
36	Describe your marketing strategy, including tactics/methods and timelines for promoting this opportunity to participating entities for the requested solutions. Upload optional samples of your marketing materials.	Our current marketing strategy for Sourcewell Contract 092222-CAT has proven effective, delivering consistent year-over-year sales growth. Our primary method of promoting the contract to participating entities is through the Caterpillar dealer sales network to ensure maximum awareness and embracement of our Sourcewell contract. To further strengthen this effort, we continue to partner with Government Solutions Team, LLC (GST), which provides training and ongoing support to our sales management teams and dealer network. GST delivers both group and individualized training for dealer sales representatives, with a focus on the advantages of cooperative purchasing contracts compared to traditional bid processes. Their support includes remote and on-site dealer training, as well as participation in regional and national dealer meetings, all of which contribute to continued sales growth under the proposed Sourcewell contract. In addition, GST works directly with government customers to educate them on the benefits and available options through Sourcewell. GST also provides sales reps access to the GovProspect software tool that helps them identify prospective government agencies. GST maintains a dedicated support team to assist dealer personnel with questions and needs. We also publicly promote the contract award through a variety of customer-facing channels, including: 1. Press releases 2. Government Solutions Magazine (a Caterpillar-produced publication distributed to governmental customers throughout the United States and Canada) 3. Government Training & Safety Days hosted at Caterpillar and Caterpillar dealer facilities 4. Government-focused e-newsletters 5. Features on our government-focused website at www.cat.com/governmental 6. Announcements across social media platforms including Facebook, Instagram, and LinkedIn 7. Recognition and display mentions at major government and public works trade shows, including: 8. NACE Annual Conference 9. APWA Snow Show 10. WasteExpo 11. GFX 12. NIGP Annual Forum & Products Expo 13. APWA PWX & Annual Rodeo	*
37	Describe your use of technology and digital data (e.g., specific social media platforms, metadata usage) to enhance and/or optimize your marketing strategy described above.	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. 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 coming in the governmental and non-profit section. Our dealers utilize these resources plus Caterpillar Inc. resources to focus on and drive and understand pipeline of opportunity that we can promote the Sourcewell solution through. Caterpillar and the Cat dealer network are leaders in using technologies to reach our customers. We focus on organic search and Search Engine Optimization (SEO) to help our customers digitally find our products and the information they need. We leverage Caterpillar's social media platforms (YouTube, Facebook, LinkedIn, Instagram, etc.) and our ability to target governmental segments. We leverage predictive data analytics (past purchase history and financing information) to recognize in advance when customer maybe considering replacing machines they currently own. For governmental lead generation in the US and Canada, Caterpillar partners with GovWIN data. Caterpillar has a customer interaction center available 24/7 that handles digital leads received from cat.com, social media, etc. Our team qualifies those leads and passes them to our Cat Dealer network using the Salesforce platform (Customer Relationship Management system). Finally, we have processes that allow us to confirm our Cat dealers have reacted to all leads and reached out to the customers to clarify their needs and collaborate.	
38	In your view, what is Sourcewell's role in promoting agreements resulting from this RFP?	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 materials. We believe that the most important role that Sourcewell can play in marketing our contract and products is to market itself and promote cooperative contract purchasing across the industry. Sourcewell's reputation, credibility, and broad member outreach provide significant value by increasing awareness and confidence among public-sector agencies seeking compliant and efficient procurement solutions. In the event of an award, Caterpillar will continue to place a high priority on building awareness and enthusiasm within both our dealer network and our customer base to leverage the Sourcewell contract as a primary go-to-market strategy. Caterpillar integrates the Sourcewell award into its sales process through dealer education, contract-specific training, and consistent communication so that dealer sales teams clearly understand when and how to utilize the Sourcewell contract. This approach ensures that Sourcewell is positioned as a preferred procurement vehicle for eligible governmental customers, simplifying the purchasing process while supporting compliant, competitive, and efficient procurement outcomes. Together, Sourcewell's marketing leadership and Caterpillar's extensive dealer network and sales infrastructure create an environment of complementary collaboration that drives contract utilization, member value, and long-term program success.	*
39	Describe how your organization will integrate a Sourcewell awarded agreement (e.g.,	The Sourcewell contract serves as Caterpillar's primary go-to-market solution for governmental sales and is already deeply integrated into the sales process. As noted in the Marketing Section, Q&A #36 above, Caterpillar invests heavily in training and resources to ensure dealer sales representatives lead with the Sourcewell contract when working with	

	training, incentives) into your sales process.	government customers. Caterpillar also provides merchandising and promotional support to dealers to encourage consistent use of the contract. In addition, Sourcewell pricing is integrated directly into Caterpillar's internal sales quote configurator, allowing dealers to generate customer quotes efficiently and consistently. Because the contract is already embedded within existing sales systems, processes, and dealer workflows, only minimal changes are required to integrate a newly awarded Sourcewell contract.	
40	Are your Solutions available through an e-Procurement or e-Commerce ordering process? If so, describe your system(s) AND provide one (1) example of how governmental and educational customers have successfully utilized them.	We offer an e-procurement ordering process for parts through parts.cat.com, providing customers with a convenient and efficient purchasing option. Our system can also integrate with a variety of customer procurement platforms, particularly for high-volume or repeat parts orders, supporting streamlined purchasing workflows. The platform enables customers to size and configure less complex products, view available inventory, and complete transactions online at power.cat.com. Because many Cat products -- especially generator sets -- are highly engineered and often custom-configured, a consultative sales approach remains critical. Our authorized sales professionals work closely with customers to ensure solutions are properly specified and perform as expected in their intended applications. For this reason, only less complex configurations are available for online ordering. Customers are also encouraged to work directly with authorized Cat dealers to explore additional configuration options, application guidance, and value-added services beyond those available through Caterpillar's online tools. Sourcewell members are free to utilize whichever purchasing method best aligns with their internal procurement processes and operational requirements.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

#	Question	Response *	
41	Describe any training programs related to your proposed Solution(s) available to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, delivery methods,	All dealers provide basic operation, safety, and maintenance training with every equipment sale. In addition, all Caterpillar operation and maintenance manuals include detailed instructions to support safe and effective equipment use. For customers seeking more advanced training—such as productivity optimization or complex repair techniques—dealers can offer customized programs. These specialized training services typically involve additional fees, which are negotiated directly between the dealer and the customer. Caterpillar also delivers training programs directly to customers in three key areas: operation, safety, and service. These courses are available in multiple formats, including online modules, CD-based learning, and instructor-led classes that may lead to operator certification. Pricing varies depending on the scope and depth of training. Advanced instructor-led courses can be conducted either at dedicated Caterpillar training facilities across the United States or onsite at the customer's location using their own equipment.	*

	and any costs that apply.		
42	Describe any technological advances that your proposed Solutions offer.	Technology is a key differentiator for Caterpillar. While a comprehensive description of all available technologies would exceed the scope of this response, the following highlights the primary technologies relevant to the products included in this RFP. Additional details are available on our product pages at www.cat.com. Remote Asset Monitoring & Telematics Cat Remote Asset Monitoring and telematics capabilities are available across our generator portfolio. Generators smaller than the C32 are equipped with Product Link devices, enabling streamlined setup and connectivity. These systems allow both customers and dealers to monitor equipment health, performance, and utilization in real time, supporting early issue detection and reducing unplanned downtime. Caterpillar's proprietary fleet monitoring platforms position us as a leader in leveraging data to improve reliability and operational efficiency. Advanced Generator Controls Caterpillar continues to invest in industry-leading controller technology. The EMCP 4.4 control panel—standard on most generator offerings—features an intuitive user interface and advanced functionality, including the ability to parallel multiple units. This capability enhances system redundancy and provides customers with increased resilience and protection against power interruptions. ACERT Emissions Technology All Tier 4 Interim/Stage IIIB engines are equipped with Caterpillar's ACERT technology, which integrates optimized electronic, fuel, air, and aftertreatment systems based on engine size, application, and operating environment. This strategic approach delivers high performance, fuel efficiency, durability, and reduced lifecycle costs. The result is improved power density without increasing equipment footprint, along with significantly lowered emissions—up to 90% reduction in particulate matter (PM) and up to 50% reduction in nitrogen oxides (NOx). Alternative Fuel & Hydrogen Capabilities As customers increasingly prioritize sustainability, Caterpillar continues to advance solutions using alternative fuels, including renewable hydrogen and hydrogen blends. With over 35 years of experience in hydrogen technologies across multiple industries, Caterpillar is enhancing the performance and viability of hydrogen-powered systems while maintaining reliability, availability, and manageable maintenance requirements. Microgrid Solutions Caterpillar offers a comprehensive range of Cat Microgrid solutions, spanning from 10 kW to 100 MW, delivered through our global dealer network. These	*

		modular and scalable systems can be configured as integrated or standalone solutions incorporating solar generation, energy storage, and diesel or gas generator sets. In addition to system design and deployment, Caterpillar and its dealers provide monitoring services, financing options, warranties, service agreements, and lifecycle support—ensuring each solution is customized to meet specific operational and industry requirements. Energy-as-a-Service (EaaS) Capabilities In 2022, Caterpillar expanded its energy solutions portfolio through the acquisition of Tangent Energy Solutions, an Energy-as-a-Service provider. Tangent delivers turnkey solutions that help customers reduce energy costs, improve efficiency, lower emissions, and enhance operational resilience. Its proprietary software analyzes grid conditions and facility usage patterns to identify market opportunities and automatically dispatch energy resources—maximizing financial returns without disrupting core business operations.	
43	Describe any sustainability initiatives or certifications that relate to your organization and/or proposed Solutions. If applicable, describe the certification(s) for each initiative.	At Caterpillar, sustainability is a long-standing commitment to building a better, more sustainable world and is embedded in who we are and how we operate every day. Sustainability is integral to Caterpillar's purpose and enterprise strategy, and we recognize that meaningful progress requires balancing environmental stewardship, social responsibility, and long-term economic growth. We work toward a vision of a world where people's basic needs—such as shelter, clean water, education, and reliable energy—are fulfilled. Caterpillar provides products, services, and solutions that make productive and efficient use of resources while helping customers improve productivity, extend asset life, and reduce emissions across the full lifecycle of their operations. This commitment supports the enduring success of our customers, dealers, stockholders, employees, and communities. Caterpillar's 2025 Annual and Sustainability Reports highlight progress toward the company's 2030 Sustainability Goals, including a 34% absolute reduction in Scope 1 and Scope 2 greenhouse gas emissions compared to a 2018 baseline. A core component of this strategy is advancing the circular economy through remanufacturing. In 2025, Caterpillar increased sales and revenues from remanufactured offerings by 41% and recovered approximately 150 million pounds of end-of-life materials through Cat® Reman, reducing waste and material consumption. Caterpillar's sustainability disclosures align with globally recognized frameworks, including GRI, SASB, and TCFD, with limited third-party assurance of reported Scope 1 and Scope 2 emissions. The company also invests in workforce development and communities, including a \$100 million, five-year commitment to prepare the workforce of the future and more than \$1 billion in cumulative global giving through the Caterpillar Foundation. For more information, please refer to Caterpillar's 2025 Annual and Sustainability Reports.	*
44	Describe any third-party issued, eco-labels, ratings, or certifications that your proposed solutions hold.	Plants certified with ISO 14001:2004 Environmental Management System include: 1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018 2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021 3) Mapleton - 14001:2004 self-certification issued Jan 2013 4) Reman Services - Corinth MS - ISO 14001-2015- Sept. 2021	*

		5) Reman Services - Franklin - ISO 14001:2004-May 2017 Certifications specific to EP product manufacturing: 1) Lafayette, IN - ISO 9001: 2015- Nov 2020 2) Griffin, GA - ISO 9001:2015 - Feb 2021 3) Seguin, TX- ISO 9001:2015	
45	What aspects of your company, solutions, or services are truly unique in the marketplace, and why are these unique advantages meaningful for Sourcewell participating entities?	BEST OVERALL VALUE / LOWEST LIFE CYCLE COST: 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. EXTENDED SERVICE COVERAGE 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. CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each generator has industry-leading features that strive to minimize the possibility for accidents. Some examples include: - UL2200 Certified - all units include guards over rotating compartments, safety shutdowns and alarms, and grounded wiring installations among many other safety features - Emergency Stop Button - Enclosures are lockable to allow human contact to be avoided - XQ Product has separated control panel to allow a member to not have to go in enclosure to make generator adjustments - XQ also has cover over customer connections and circuit breaker trips when opened. - NFPA 110 - Level 1 Life Safety saves lives of people who are in hospitals, nursing homes, etc. by requiring startup in X seconds. - IBC - certified against earthquakes 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. 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 www.cat.com/safety.	

		DEALERSHIP ATTRIBUTES: 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. PRODUCT ATTRIBUTES: 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.	
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Table 5B: Value-Added Attributes

Select any business certifications that your company or partners have obtained. Upload your confirming documentation.

Select all that apply below.

#	Certification	Offered	Comment	
46	Minority Business Enterprise (MBE)	☐ Yes ☒ No	Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Aware Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOB, and HUBZone suppliers.	*
47	Women Business Enterprise (WBE)	☐ Yes ☒ No	Two Cat dealers in North America are owned by women: Foley Equipment, with territories 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, and Director.	*
48	Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	N/A	*
49	Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Aware Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOB, and HUBZone suppliers.	*
50	Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Aware Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOB, and HUBZone suppliers.	*
51	Small Business Enterprise (SBE)	☐ Yes ☒ No	N/A	*
52	Small Disadvantaged Business (SDB)	☐ Yes ☒ No	Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Aware Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOB, and HUBZone suppliers.	*
53	Women-Owned Small Business (WOSB)	☐ Yes ☒ No	N/A	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

#	Question	Response *	
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54	Describe your payment terms.	Cat dealers are independently owned businesses. As such their payment terms and accepted payment methods vary, but all will be stated on individual invoices. The most common terms are net 30.	*
55	Describe your accepted payment methods. For credit card/procurement card (pCard), describe any fees associated with these methods.	Cat dealers are independently owned businesses. As such their payment terms vary, but all will be agreed upon at the PO level. 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.	
56	Describe available leasing, financing, or as-a-service options, including key features and any third-party providers or financial partners used.	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.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Cat dealers are independently owned businesses. As such their standard transaction documents will vary. However, all customers will receive a line breakout of cost on each quote and paid invoice to ensure customers are clear on the discounts provided by the cooperative contracts.	*
58	Describe your pricing model AND quantify the proposed discount(s) offered. If proposed pricing is Line-Item Pricing, Proposer must submit: A. For each Line, provide your list/MSRP, the offered discount(s), and the "Master Agreement Price". B. If proposed pricing is a Percentage Discount from Catalog or Category, one of the following MUST be submitted: (1) an active URL to a current published online catalog; OR (2) a complete price file with current pricing. Refer to RFP Section III. Pricing for	Our pricing model is simple. We offer a deep discount off the current generator list prices to all Sourcewell 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 June 2026."	*

	additional guidance.		
59	Provide details of any quantity or volume discounts, as well as any rebate programs that are available in addition to the proposed pricing structure discounts.	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	Describe your method of facilitating non-contracted products or related services and define the associated costs/fees.	Sourced goods / Open Market Items / Allied Products 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 Sourcewell 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 Sourcewell 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.	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 Sourcewell discount.	*
62	Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) in the contiguous United States.	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	Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) 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, delivery, or deployment methods 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.	*
65	Describe any self-audit processes or programs that you will employ to verify that Sourcewell participating entities have obtained Agreement pricing and to verify compliance with the resulting Agreement.	We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance. Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process (under contract #092222-CAT) is working well. 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, Maddie Nedelcoff, 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, Maddie Nedelcoff, 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.	
66	Provide a list of internal metrics that will be tracked to measure the success of a resulting Agreement.	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.	*
67	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	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 Cat dealers or Sourcewell members.	*

Table 6B: Pricing Offered

#	The Pricing for this Proposal is: *	Specify the basis for the pricing offered, include unique circumstances or justifications	
68	As good as or better than pricing typically offered through our existing cooperative contracts, state contracts, or agencies.	This proposed contract is priced to be our primary sales channel across the US and Canada public sector. We have included a complimentary extended warranty for most models when purchased through our proposed Sourcewell contract.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table

7A and 7B)

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

#	Category or Type	Offered *	Provide a detailed description of all solutions offered.	
69	Prime and continuous systems	☒ Yes ☐ No	Caterpillar dealers offer a broad range of electric power generator solutions, including prime, continuous, backup, and standby power systems, as well as paralleling and modular configurations. They also provide containerized units and a full lineup of mobile generators, including trailer-mounted, skid-mounted, and chassis-mounted options.	*
70	Backup or standby systems	☒ Yes ☐ No	Caterpillar dealers offer a broad range of electric power generator solutions, including prime, continuous, backup, and standby power systems, as well as paralleling and modular configurations. They also provide containerized units and a full lineup of mobile generators, including trailer-mounted, skid-mounted, and chassis-mounted options.	*
71	Paralleling and modular systems	☒ Yes ☐ No	Caterpillar dealers offer a broad range of electric power generator solutions, including prime, continuous, backup, and standby power systems, as well as paralleling and modular configurations. They also provide containerized units and a full lineup of mobile generators, including trailer-mounted, skid-mounted, and chassis-mounted options.	*
72	Containerized and skid-mounted generators	☒ Yes ☐ No	Caterpillar dealers offer a broad range of electric power generator solutions, including prime, continuous, backup, and standby power systems, as well as paralleling and modular configurations. They also provide containerized units and a full lineup of mobile generators, including trailer-mounted, skid-mounted, and chassis-mounted options.	*
73	Trailer or chassis mounted generators	☒ Yes ☐ No	Caterpillar dealers offer a broad range of electric power generator solutions, including prime, continuous, backup, and standby power systems, as well as paralleling and modular configurations. They also provide containerized units and a full lineup of mobile generators, including trailer-mounted, skid-mounted, and chassis-mounted options.	*
74	Parts, accessories, equipment, and supplies that are integral to commencement, use, ongoing operation, and life cycle of new and existing electrical energy power systems, including enclosures, concrete pads, fuel	☒ Yes ☐ No	The Caterpillar Dealer Network offers the following with this contract: a comprehensive portfolio of parts (both Cat and non-Cat branded), custom enclosures, custom fuel tanks, custom automatic transfer switches, and additional/custom parts.	

	tanks, automatic transfer switches, paralleling equipment, switch gears, connection boxes, controls, alarm modules, batteries, block heaters, and networking tools complementary to the offering of 69-73 above;			
75	Related services that are integral to commencement, use, ongoing operation, and life cycle of new and existing electrical energy power systems, including design, customization, engineering, commissioning, installation, delivery, training and operation, maintenance and repair, preventive maintenance, service and maintenance agreements, decommissioning and repurposing, custom shop work, and rental services complementary to the offering of 69-73 above.	☒ Yes ☐ No	The Caterpillar Dealer Network offers the following with this contract: custom shop work, installation, "turn-key" solutions, engineering services, delivery/freight, training, dealer labor, general contracting labor, extended service contracts, maintenance agreements, and municipal leasing.	
76	Describe other Solutions not specifically mentioned in this Table 7A, that are within the scope of this RFP.	☒ Yes ☐ No	The Caterpillar Dealer Network offers a broad range of non-Cat branded Allied Products that are complementary to the commencement, use, ongoing operation, and life cycle of new and existing electrical energy power systems.	

Table 7B: Depth and Breadth of Offered Solutions - Industry Specific

#	Question	Response *
77	Demonstrate capabilities and provide documentation supporting compliance to any/all code requirements such as NFPA, UL, EPA, and similar code jurisdictions.	CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each generator has industry-leading features that strive to minimize the possibility for accidents. Some examples include: - UL2200 Certified - all units include guards over rotating compartments, safety shutdowns and alarms, and grounded wiring installations among many other safety features - Emergency Stop Button - Enclosures are lockable to allow human contact to be avoided - XQ Product has separated control panel to allow a member to not have to go in enclosure to make generator adjustments - XQ also has cover over customer connections and circuit breaker trips when opened. - NFPA 110 - Level 1 Life Safety saves lives of people who are in hospitals, nursing homes, etc. by requiring startup in X seconds. - IBC - certified against earthquakes

		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.
78	Provide all warranty information for offered products and services including duration, coverage terms, impact service and preventative maintenance has on warranty coverage, guaranteed parts availability periods, typical lead times for critical components, as well as information on extended warranty options as well.	Caterpillar offers one of the most extensive warranty programs in the industry, providing comprehensive coverage across products, parts, and labor with fewer exclusions than many competitors. Please refer to the “EP Warranty Statement SELF5734-01” for complete warranty details. Caterpillar warranties cover defects in material and workmanship for the time period specified within the applicable warranty policy when equipment is used as intended and within design parameters. Warranty coverage generally includes replacement parts and labor required to complete repairs and, in some cases, may also include travel time and mileage. Dealer territories and policies regarding travel time and mileage may vary. One of Caterpillar’s key differentiators is the ability to provide warranty service regardless of equipment location, with no geographic restrictions on warranty repairs. Warranty service for generators ordered through Caterpillar facilities is generally provided by Caterpillar and performed through the Cat dealer network. Certain ancillary components, such as battery chargers and similar third-party supplied equipment, may be covered under their respective manufacturers’ warranties. Caterpillar warrants that products delivered will be free from defects in material and workmanship and will perform as intended. If defects occur during the applicable warranty period, Caterpillar will make the necessary corrections in accordance with the terms of the applicable warranty program.
79	If offering service and preventative maintenance agreements provide detailed information about service providers, regions covered, scheduling process, emergency response capabilities; what products offered service and PM plans are available for, and how offered plans impact existing warranties.	Caterpillar offers a wide variety of service and preventative maintenance agreement options that can be customized to meet customer-specific operational requirements and are designed to be at least equal to local competitive offerings. Many Cat dealers offer preventative maintenance agreements and other service contracts for existing non-Cat branded generators. Additional service solutions are available, and members are encouraged to work directly with their local Cat dealer to evaluate available options and develop service plans appropriate for their application. Customer Value Agreements (CVAs) provide customers with flexible service arrangements through their local Cat dealer for routine maintenance, inspections, repairs, and ongoing equipment support. These agreements are customizable based on customer operational requirements, equipment configurations, and local service needs, while also offering standardized service options where appropriate. Examples of services and options that may be included within Customer Value Agreements include, but not limited to: • Condition Monitoring • Load Bank Testing

		• Extended Service Coverages • Routine Maintenance Services • Planned Repair Services For units under 1250kW, standard parts kits are available to support preventative maintenance activities and improve service efficiency. Customer Value Agreements are designed to help customers better manage maintenance planning and budgeting. While many agreements are established at the time of equipment purchase, service agreements may also be added after equipment acquisition based on customer needs.
80	Describe digital control features, remote monitoring capabilities, supported communication protocols, and cybersecurity protections for connected systems.	Caterpillar provides advanced digital controls and connected solutions through EMCP 4.4 controllers and Cat Connect telematics. EMCP 4.4 delivers intuitive operation, automated controls, and paralleling for reliable performance. Product Link enables real-time remote monitoring, including equipment health, utilization, alerts, and diagnostics. These capabilities support preventive maintenance, repair-before-failure planning, peak performance optimization, operator training insights, offsite support, and automated record-keeping—reducing downtime and lifecycle costs. Data-driven visibility enables proactive decision-making and improved efficiency across generator assets. Caterpillar systems are designed for secure connectivity and controlled data access, ensuring reliable, protected operation of connected equipment in demanding environments. For more information on Cat Connect please visit our product support site: https://www.cat.com/en_US/by-industry/electric-power/product-support/cat-connect.html

Exceptions to Terms, Conditions, or Specifications Form (Not Scored)

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

Table 9: Selected Bid Pricing Line Items ****NOT SCORED****

Please fill out table as able. This table is not scored but will be used to prepare competitive solicitation documentation. If you do not offer these products, no pricing is required.



We will not be submitting for Table 9: Selected Bid Pricing Line Items ****NOT SCORED****

#	Equipment/services/Etc	Quantity	UOM	Lowest Price	Highest Price	No Bid	Comment	
82	40kW Diesel Stationary - Open set, Exhaust, Battery, 10A Charger, Std CB, Blockheater, 120 GFCI & 240 Outlet, Engine Run Relay							*
83	100kW Diesel Stationary - Open set, Exhaust, Battery, 10A Charger, Std CB, Blockheater, 120 GFCI & 240 Outlet, Engine Run Relay							
84	500kW Diesel Stationary - Open set, Exhaust, Battery, 10A Charger, Std CB, Blockheater, 120 GFCI & 240 Outlet, Engine Run Relay							
85	80kW Diesel Mobile - Skid Mount, Trailer, Ball Hitch, Single Axle, Brakes - Surge standard, Electric							
86	120kW Diesel Mobile - Skid Mount, Trailer, Ball Hitch, Single Axle, Brakes - Surge standard, Electric							
87	200kW Diesel Mobile - Skid Mount, Trailer, Ball Hitch, Single Axle, Brakes - Surge standard, Electric							
88	80kW Nat. Gas Stationary - EPA Approved Tier 1 or 3							
89	100kW Nat. Gas Stationary - EPA Approved Tier 1 or 3							
90	150kW Nat. Gas Stationary - EPA Approved Tier 1 or 3							
91	Provide your company's not-to-exceed hourly rate for training services provided under this proposal to Sourcewell							
92	Provide company's not-to-exceed hourly rate for custom shop work services provided under this proposal to Sourcewell							
93	Provide your company's not-to-exceed hourly rate for training services provided under this proposal to Sourcewell							
94	Switchgear: Lowest Percentage Discount off of List							
95	Switchgear: Highest Percentage Discount off of List							
96	Standard Delivery							

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 JUNE 2026.xlsx - Tuesday June 23, 2026 13:41:54
- [Financial Strength and Stability](#) - Caterpillar Financial Strength and Stability Report.pdf - Tuesday June 23, 2026 13:42:10
- [Marketing Plan/Samples](#) - Sourcewell Cooperative Purchasing _ Cat _ Caterpillar.pdf - Tuesday June 23, 2026 13:42:19
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples (optional)
- [Requested Exceptions](#) - Caterpillar _ Sourcewell Master_Agreement_ Electrical_Energy_Gen_Equip 6_2026.docx - Tuesday June 23, 2026 15:06:58
- [Upload Additional Document](#) - Additional Documents Upload - Caterpillar.zip - Tuesday June 23, 2026 14:44:47

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. 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, 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. - Maddie Nedelcoff, Sales Support Specialist, Caterpillar

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 obligations contemplated in the solicitation proposal.

☐ 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 1 062326 Electrical Energy Power Gen Equip. Tue May 19 2026 10:29 AM	☒	1