



**MASTER AGREEMENT #022626**  
**CATEGORY: Roadway Paving Equipment**  
**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., 5205 N. O'Connor Blvd., Suite 100, 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 1:**  
**General Terms**

The General Terms in this Article 1 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 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 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.

- 1) **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.
- 2) **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.
- 3) **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.
- 4) **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.

- 5) **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 April 17, 2030, unless it is cancelled or extended as defined in this Agreement.
- i. **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.
  - ii. **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **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.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation #022626) to Participating Entities. In Scope solutions include:
- a. Asphalt pavers, screeds, distributors, and loaders;
  - b. Steel-wheeled and pneumatic tire rollers;
  - c. Wideners, tack distributors, cold planers, and compactors; and,
  - d. Concrete mixers, and gunite or shotcrete delivery equipment.
- Proposers may include related equipment, accessories, and services to the extent that these solutions are directly complementary to the equipment, products, or service(s) being proposed in a.-d. above.
- 8) **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.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **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.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell 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.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) Supplier Representations:**

- i) **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.
- ii) **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.
- iii) **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.
- 14) **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 Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **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 Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use 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. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **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.

ii) **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.

iii) **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.

iv) **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.

v) **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.

vi) **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.

vii) **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).

viii) **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.

ix) **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.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** 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.

- xi) **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.
- xii) **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.
- xiii) **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.
- xiv) **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.
- xv) **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.
- xvi) **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.
- xvii) **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.
- xviii) **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.

xix) **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.

xx) **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.

**Article 2:  
Sourcewell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **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.
- 2) **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.

- 3) **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.

- 4) **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.

- 5) **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.
- 6) **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;

- 7) **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.
- 8) **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.
- 9) **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.

- 10) **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.
- 11) **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.
- 12) **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.
- 13) **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.
- 14) **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.
- 15) **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.
- 16) **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.
- 17) **Indemnification. Intentionally omitted.**
- 18) **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.

**19) Publicity, Marketing, and Endorsement****a) Publicity.**

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

**b) Marketing.** 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. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Agreement.

**c) Endorsement.**

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

**20) 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.

**21) 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.

**22) 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:

**a) 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.

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

- \$1,000,000 Personal and Advertising Injury
  - \$2,000,000 aggregate for products liability-completed operations
  - \$2,000,000 general aggregate
- b) **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, 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.
- c) **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.
- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this 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.
- e) **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.
- 23) **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.
- 24) **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 3:  
Supplier Obligations to Participating Entities**

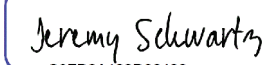
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. 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.
- 2) **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.
- 3) **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.
- 4) **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.
- 5) **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.
- 6) **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.
- 7) **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.

8) **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.


Sourcewell

Caterpillar Inc.

Signed by:  
  
 C0FD2A139D06489...  
 By: \_\_\_\_\_  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 5/4/2026 | 4:22 PM CDT

DocuSigned by:  
  
 AF3F85CA33EA437...  
 By: \_\_\_\_\_  
 Rodney Wilson  
 Title: Vice President Sales & Marketing  
 Date: 5/4/2026 | 2:33 PM CDT

Initial  


Initial  


# RFP 022626 - Roadway Paving Equipment

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## Vendor Details

Company Name: Caterpillar Inc  
100 NE Adams St  
Address: Peoria, IL 61629  
Contact: Christian Duarte  
Email: Duarte\_Christian\_A@cat.com  
Phone: 309-494-7357  
HST#:

## Submission Details

Created On: Monday January 12, 2026 12:26:01  
Submitted On: Wednesday February 25, 2026 08:40:38  
Submitted By: Jodi Stevenson  
Email: Jodi.Stevenson@cat.com  
Transaction #: 41668e25-96a0-441b-b8f4-08f6edf6094e  
Submitter's IP Address: 147.243.245.166

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**Specifications**

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

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

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, D.B.A., 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 award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Caterpillar Inc.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Only Caterpillar will execute a master agreement with Sourcewell
4	Provide your CAGE code or Unique Entity Identifier (SAM):	71555
5	Provide your NAICS code applicable to Solutions proposed.	237310
6	Proposer Physical Address:	5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039
7	Proposer website address (or addresses):	<a href="https://www.caterpillar.com/">https://www.caterpillar.com/</a> , <a href="https://www.cat.com/en_US.html">https://www.cat.com/en_US.html</a>
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Title: Vice President Sales & Marketing Address: 100 NE Adams St, Peoria, IL 61629 Email: Hinton_Steve_P@Cat.Com Phone: (309) 675-1000
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Primary Contact: Jodi Stevenson Title: Governmental Marketing Consultant Address: 100 NE Adams St, Peoria IL. 61629 Email: jodi.stevenson@cat.com. Phone: 309-494-0837
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Additional Contact: Christian Duarte Title: Commercial Manager Address: 100 NE Adams St, Peoria IL. 61629 Email: jduarte_christian_a@cat.com. Phone: 309-494-7357

**Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)**

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	The history of Caterpillar is all about doing: creating, building, problem solving, innovating, testing, servicing and improving. We're proud of the ingenious machines that are part of our rich heritage. More importantly, we are proud of the people who founded and built the company one breakthrough at a time. Beginning with Benjamin Holt and C. L. Best, the people of Caterpillar have always been - and continue to be - extraordinary. In 1925, when Holt and Best merged to form their new tractor company, they used the name so familiar to people around the world: Caterpillar. The Caterpillar Tractor Company is today known as Caterpillar Inc. With 2024 sales and revenues of \$64.8 billion, Caterpillar Inc. is the world's leading manufacturer of construction and mining equipment, paving, off-highway diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. For 100 years, we've been helping customers build a better, more sustainable world and are committed and contributing to a reduced-carbon future. Our innovative products and services, backed by our global dealer network, provide exceptional value that helps customers succeed. Caterpillar does business on every continent, principally operating through three primary segments — Construction Industries, Resource Industries and Power & Energy — and provides financing and related services through our Financial Products segment. Our Worldwide Code of Conduct, first published in 1974, defines what we stand for and believe in, documenting the uncompromisingly high ethical standards our company has upheld since its founding in 1925. The Code helps Caterpillar employees put our values and principles into action every day by providing detailed guidance on the behaviors and actions that support our values of Safety, Integrity, Excellence, Teamwork, and Commitment. Caterpillar's Code of Conduct that can be found at <a href="https://www.caterpillar.com/en/company/code-of-conduct.html">https://www.caterpillar.com/en/company/code-of-conduct.html</a>
12	What are your company's expectations in the event of an award?	Caterpillar is honored to have served Sourcewell and its members who have purchased Cat Paving, Construction equipment, attachments (work tools) and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019 and to have been awarded 5 contracts: 011723-CAT, 020223-CAT, 060122-CAT, 040924-CAT and 092222-CAT. Caterpillar's expectations in the event of an award would be to focus on customer needs and continued growth across all government segments. Sourcewell has a strong reputation within the industry that has shown the importance of how this cooperative contract delivers upon customer needs. This contract will be a focus in our go to market Caterpillar strategy within our strong Cat dealer network. We look forward to the opportunity to further grow business and serve member needs together in this new Roadway Paving Equipment contract.
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Caterpillar Inc. is a publicly traded company, and as such, its financial information is updated quarterly and is available at: <a href="https://investors.caterpillar.com/overview/default.aspx">https://investors.caterpillar.com/overview/default.aspx</a> . In 2025, Caterpillar Inc. reported sales of \$17.6 billion for the third quarter, reflecting a 10% increase compared to the same quarter in 2024. For the twelve months ending September 30, 2025, the company's revenue was approximately \$64.8 billion. As 2025 results are yet to be released, you can find a summary of our full year of 2024 financials. In 2024 full year sales and revenues were \$64.81 billion of which North American sales were roughly 53% of Caterpillar's external construction sales in its 2024 fourth quarter. Operating profit for the year was \$13.072 billion, representing 20.2% of sales and revenues. Profit per share for 2024 was \$22.05 and adjusted profit per share was \$21.90. The year culminating on an annual dividend of \$6.04 per share, with a quarterly payment of \$1.51 per share.
14	What is your US market share for the Solutions that you are proposing?	Caterpillar is a significant contributor to the overall Paving Equipment sector within the US and Canada. Market share information beyond what is made publicly is available through our annual reports is considered confidential. Please find the 2024 Annual report as an attachment for your review.
15	What is your Canadian market share for the Solutions that you are proposing?	Caterpillar is a significant contributor to the overall Paving Equipment sector within the US and Canada. Market share information beyond what is made publicly is available through our annual reports is considered confidential. Please find the 2024 Annual report as an attachment for your review.
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Caterpillar Inc. has never filed for bankruptcy.

17	<p>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).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Caterpillar is a world class manufacturer which distributes products through a vast and capable 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, 060122-CAT, 092222-CAT, 040924-CAT). They have all been trained on contract usage. In fact, the current Paving Equipment 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.</p>	*
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Caterpillar and its subsidiaries operate across the globe in a variety of markets that require Caterpillar to adhere to all locally mandated laws and regulations in order to do business. With regards to the territories covered by this RFP, Caterpillar will comply with applicable laws in order to do business in the territories described herein. As an equipment manufacturer focused on quality, Caterpillar created the Caterpillar Quality Management System, which is a process-based, ISO 9001:2015 Compliant Quality Management System used throughout Caterpillar to continually improve the quality of our products and services to meet customer, statutory and regulatory requirements. It is registered with IRCA (International Register of Certificated Auditors) as Caterpillar Quality Management System CAT791A.</p>	*
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. 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.</p>	<p>Caterpillar has not had any debarments or suspensions in the last seven years.</p>	*
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>Please note: To list all the awards received in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2023, 2024 and 2025. Also note there are many global awards, some of which have been included: Fortune Magazine #23 on the Fortune 500 2025; Fortune Magazine #34 World's Most Admired Companies World &amp; North America Dow Jones Sustainability Index; #83 Best Global Brands- Interbrand 2024; The Wall Street Journal Best Managed Companies in 2023 and 2024; The Wall Street Journal World's Most Sustainably Managed Companies; Human Rights Campaign Foundation Corporate Equality Index; Dow Jones Sustainability Index (World and North America) 21 years World's Most Sustainably Managed Companies – The Wall Street Journal United Way World Wide's Global Corporate Leadership Program; U.S. President's Volunteer Service Award from Junior Achievement; Corporate Equality Index – Human Rights Campaign Foundation; Fortune Magazine - America's Most Responsible Companies 2023, 2024 &amp; 2025; Newsweek Top Companies for Customer Satisfaction; The Wall Street Journal Executive Team – Institutional Investor; World's Best Employers 2025 America's Best Employers for Diversity 2025 – Forbes; Best Employers for New Grads 2025 – Forbes; Best Employers for Veterans 2024 and 2025; Forbes Top Veteran-Friendly Company – U.S. Veterans Magazine; #1 Great Place to Work – Great Place to Work Institute (Brazil); #1 Great Place to Work in the Ag Business - Great Place to Work Institute (Brazil) Chile's Best Places in 2025 to Work for LGBTQ Equality, pwc Human Rights Campaign; Top of Mind Company "Industry category" (Piracicaba, Brazil); Certification on Promoting Work-Life Balance in Hyogo Prefecture – Hyogo Work and Life Center (Japan) Hyogo's Women's Success in Business Promotion Company – Hyogo Women Empowerment &amp; Promotion Center (Japan); Hanada Award for WIN Akashi – Hyogo Women and Future Association (Japan) Hyogo Childcare Supporting Company Award (Japan)</p>	*
21	<p>What percentage of your sales are to the governmental sector in the past three years?</p>	<p>The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers and their specific needs. However, percentage of sales to governmental is considered confidential.</p>	*
22	<p>What percentage of your sales are to the education sector in the past three years?</p>	<p>The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers and their specific needs. However, percentage of sales to governmental is considered confidential.</p>	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	While Cat dealers would typically hold contracts with states and provinces, as an exception Caterpillar holds the state contract with Ohio, Delaware, Nevada, Missouri, Washington, Wyoming, Maryland, and New York. Additionally, we are contract holders with OMNIA and NASPO Valuepoint. Just as we would never share Sourcewell sales information with others, we also keep the sales volumes from other cooperatives confidential.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Caterpillar holds GSA contract GS-30F-0018U, Schedule 23V Automotive Superstore. The sales volume is more than \$9.2M per year. Caterpillar 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 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
L.A.D.W.P (Los Angeles Department of Water and Power)	Larry Smith	818-771-3608	*
Clayton County Fleet Maintenance	Jeff Metarko	770-477-3747	*
City of Tampa	Jane Castor	813-274-8211	*

**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. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	The Cat dealer salesforce is highly capable and trained in the paving industry. The Cat dealer salespeople are consultants to their customers and advise their customers on the best solutions for their application and job. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as manufacturer and their dealer sales team. They're offered additional in-depth training on Sourcewell and ensures that all contract terms are followed. In addition, dealers also have paving specialists located in house to work with customers on all aspects of their paving business. Caterpillar has Operational Excellence Programs that recognize dealers' excellence in marketing and sales processes and operations, among other areas of the business. In North America, our dealers employ more than 50,000 people across the machine, energy, parts and service divisions. The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 global people whose mission is to focus on customer satisfaction. Even more are employed "behind-the-scenes" to ensure industry leading product design, up to date product information, and maintaining the ease of doing business in an increasingly connected marketplace.	*

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>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 is attached "additional documents" zip file. 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. Please refer to the Cat dealer locations map included in "additional documents". Additionally, you can leverage <a href="https://www.cat.com/en_US/support/dealer-locator.html">https://www.cat.com/en_US/support/dealer-locator.html</a> to locate dealers by location.</p>	*
28	Service force.	<p>At Caterpillar we are very proud of the saying "The sales department sells the first machine; the service department sells every one after that." The Cat dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These subject matter experts are supported by the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because Cat dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "ThinkBIG", we are able to keep the pipeline of high quality employees full. ThinkBIG is a Caterpillar-specific instructional program that pays the student while they train to become a technician. It is a 2-year program with lab and classroom work, and a paid internship at a sponsoring Cat Dealer. As a result, the student will graduate with an accredited degree backed with over 2,000 hours of work experience. In addition to the technicians and mechanics that work on the machines directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time. Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support. The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar parts/service employees. It is the responsibility of these specialists to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of global people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhere to and repair questions are answered quickly. We exceed our 95% 2-hour response rate target in responding to dealer service inquiries.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members: 1. When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat Dealership. 2. The Cat dealer then accepts the PO, issues the invoice, accepts the payment and delivers the machine. 3. After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claims with Caterpillar. 4. At month's end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administrative fee. Important Note: should a member wish to include additional terms and conditions to this contract, or to otherwise request a participating addendum, that agreement/PA should be executed between the member and Cat dealer directly.</p>	*

<p>30</p>	<p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. In the event a customer ever has a problem or issue with a machine, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, within the standard warranty period, the local Cat dealer will work with Caterpillar to apply the appropriate warranty, and keep the customer informed. Every Cat dealer has a common detailed service process in place. Caterpillar supports and verifies that all the dealer service technicians are supplied with the tools and equipment needed to repair all Cat products. 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. Caterpillar has everything customers need to keep their Cat machines in top shape. Whether they want Genuine Cat parts, manuals and resources to do maintenance and repairs themselves, or prefer to have one of our expert dealer technicians do the work. We make it easy to keep their Cat equipment running. Some of our service solutions include: 1. Cat Fleet Management (condition monitoring) - Lowers the total cost of ownership of a machine. By connecting your fleet, you will be able to: track the location of your assets, monitor and manage the fuel consumption, identify the operators who will need extra training, and plan and schedule your maintenance. All of which will maximize your uptime. 2. Customer Value Agreements (CVA) - 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. 3. S.O.S SM Services - A fluid analysis program that provides results that you can trust including trend analysis that provides benefit to your machine and fleet. 4. 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. 5. Services Commitment - is a 3 part commitment to customers to ensure they have parts ready the next business day or by customer requested date with the Parts Availability Commitment; Ensurance that common repairs are completed within agreed upon timeframes (2-days) or customer requested date with the Timely Repairs Commitment; and with our Communication Commitment to ensure that updates are provided to customers while repairs are happening via Cat Interact.</p>
<p>31</p>	<p>Describe your ability and willingness to provide your products and services to Sourcwell participating entities.</p>	<p>We are proud to serve all geographic areas and all Sourcwell member sectors within the United States to offer our complete product and services. Caterpillar has successfully and proudly utilized Sourcwell to sell machines in all 50 states. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint. The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer networks also have the capability to provide dealer exchange components, dealer rebuild components and used parts when available. Each can match the appropriate parts offering to match the customer application and productivity. For example, Cat dealers offer Cat factory remanufactured parts (Cat reman) to follow the same quality, performance and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.cat.com with 26 million parts maintained as total inventory.</p>

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We serve all geographic areas and all Canoe 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 through Sourcewell contract usage. We have gained momentum with our current contract 060122-CAT in Canada. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer networks also have the capability to provide dealer exchange components, dealer rebuild components and used parts when available. Each can match the appropriate parts offering to match the customer application and productivity. For example, Cat dealers offer Cat factory remanufactured parts (Cat reman) to follow the same quality, performance and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.cat.com.	*
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 of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	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	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.	*
36	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.	*

**Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our current marketing strategy with Sourcewell contract 060122-CAT Paving proves to be effective with year over year sales growth. Our primary strategy to promote this contract with participating entities is through our Cat Dealers' sales force. We provide group and individual training to our dealer sales reps., focusing on benefits from selling through cooperative contracts vs bids. We proudly announce the award publicly through our multiple customer facing touchpoints which may include: 1. Press Release. 2. Government Solutions Magazine (Caterpillar produced magazine distributed to governmental customers in the US and Canada). 3. Government Training & Safety Days (government customer training events at Caterpillar and Caterpillar Dealer facilities). 4. Announcement in our governmental customer e-newsletter 5. Feature on our governmental focused website: www.cat.com/governmental. 6. Announcement on our social media channels (FB, Instagram, LinkedIn). 7. Display mentions at all governmental trade shows we attend ( NACE Annual Conference, APWA Snow Show, Waste EXPO, GFX, NIGP Annual Forum & Products EXPO, and APWA PWX & Annual Rodeo). 8. Update literature with the new contact information (An updated version can be found within our attached marketing plan)
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Caterpillar and the Cat dealer network are leaders in using 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 Deltek's 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 to provide the best machine quotes to fill their needs.
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Sourcewell is a well-respected contracting agency within the public procurement industry. It is important, in the even of an award, that our products and logos be included in Sourcewell's marketing and website. We believe that the most important role that Sourcewell can play in marketing our contract and products, is to market themselves and promote contract purchasing across the industry. In the event of an award, Caterpillar will put high priority in building awareness and enthusiasm within our dealer network and customer base to leverage the Sourcewell contract as our go to market strategy.
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do offer an e-procurement ordering process for parts via parts.cat.com. We can also integrate into a variety of procurement systems for high volume customers. Our wide machine portfolio and multiple configurations per machine model allows us to provide the best machine for the customer's need. Our Cat dealers are trained to configure our equipment and advise the customer on the best machine and configuration for their application. Therefore, a consultative salesperson is integral in this process, and we do not use an e-procurement machine ordering process.

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

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All dealers offer basic operation, safety, and maintenance training with every sale. Should a customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific training and it would be negotiated between the dealer and the customer. Caterpillar also offers training programs directly to customers in three areas: operation, safety and service. Members may access courses online, via CD's, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instructor-led courses can be conducted at one of our dedicated training facilities in the US or on a customer's local site using their own equipment. Caterpillar also has a licensed supplier that offers cat Simulators to teach operational techniques from real job sites. For more information visit: <a href="https://Catsimulators.com/">https://Catsimulators.com/</a>

<p>42</p>	<p>Describe in detail your warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response.</p>	<p>All materials and labor are covered as described in the attached Warranty Statements. Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants the following new products sold by it to be free from defects in material and workmanship:</p> <ul style="list-style-type: none"> <li>• Earthmoving, construction, material handling, forestry and paving machines</li> <li>• HPU300 for use with 300.9D VPS</li> <li>• Attachments/work tools installed on such machines prior to delivery (unless covered by the Cat® Work Tool warranty statement or another manufacturer's warranty). Additional warranties are applicable against breakage for certain Cat Ground Engaging Tools and for wear on all landfill compactor tips. Refer to the applicable warranty statements for coverage detail.</li> </ul> <p>This warranty does not apply to:</p> <ul style="list-style-type: none"> <li>• Cat Batteries</li> <li>• Mobil-trac belts, rubber tracks used on multi terrain loaders, compact track loaders, and mini hydraulic excavators</li> <li>• Cat Work Tools</li> <li>• 424 Backhoe Loaders, 216 and 226 Skid Steer Loaders, and 320 &amp; 323 Excavators sold in India</li> <li>• Prentice brand forestry machines</li> <li>• Longwall mining machines</li> <li>• 777, 785, 789, 793, 794, 795, 796, 797 and 798 Off-Highway Trucks sold in regions other than the Commonwealth of Independent States</li> <li>• 16, 18 &amp; 24 Motor Graders sold in regions other than the CIS</li> <li>• 854, 992, 993, 994 Wheel Loaders sold in regions other than CIS</li> <li>• Cat Utility Vehicles (UTV)</li> <li>• Compact Construction Equipment including Compact Track &amp; Multi Terrain Loaders, Mini Hydraulic Excavators, Skid Steer Loaders, and HPU300 sold in USA or Canada.</li> </ul> <p>The above products are covered by other Caterpillar warranties.</p> <ul style="list-style-type: none"> <li>• Cat® Track Wear Sensors are not covered by warranty</li> </ul> <p>Note: Tires, rubber tracks, and certain other components may have separate warranties which will be supplied at time of purchase.</p> <p>The following warranty statements are attached:</p> <ul style="list-style-type: none"> <li>SELF5724 – Designated Machines with 24 Months/2000 Hour Warranty</li> <li>SELF5726 – Parts and Assembled Components</li> <li>SELF5739 – Asphalt Compactor Oscillation Drum</li> <li>SELF5741 – Earthmoving, Construction, Material Handling, Forestry and Paving Machines</li> <li>SELF5742 – Work Tools</li> <li>SELF5751-01 – Designated Machines with 24 Months/2000 Hour Warranty</li> <li>SELF5762-05 – Parts and Assembled Components</li> <li>SELF5761-02 – Earthmoving, Construction, Material Handling, Forestry and Paving Machines</li> <li>SELF5756-01 – Rubber Track Used on Compact Track Loaders, and Mini Hydraulic Excavators</li> <li>SELF5750-01 – Designated Off-Highway Trucks &amp; Wheel Loaders</li> <li>SELF5761-05 – Caterpillar Work Tools</li> </ul>
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<p>43</p>	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>Cat technology gives you the power to track, monitor, automate and manage all types of assets - from a single machine, engine, to an entire fleet. We even offer technologies that protect your people. Listed below are a few technology offering (standard and optional) that are used throughout the world in our Cat equipment.</p> <p>Cat Compaction Technologies: *Cat Command for Compaction - an operator-assisted, semi-autonomous technology that automates the compaction process based on operator inputs. *Cat Compact with Auto-Adjustable Compaction - maximizes compaction energy by delivering the highest amplitude possible without over-compacting. *Cat Compact with Compaction Meter Value (CMV) - an accelerometer-based system that provides an indication of material stiffness. *Cat Compact with Machine Drive Power (MDP) - energy based measurement system that correlates compaction with rolling resistance to provide indication of soil stiffness. *Cat Compact with Temperature Indication for Asphalt - help operators visualize coverage area while recording pass-count and temperature data.</p> <p>Pavers: *Cat Grade with grade and slope for pavers. *ERoutes for Paving - makes it easier to generate informed decisions about the efficiency of round-trip hauling operations from the plant to the jobsite and back. Monitor the movement of paving materials in real time, remotely and in the field.</p> <p>Cold Planers: *Cat Grade and Grade and Slope for Cold Planers. *Grader Bit 2 offers significantly greater productivity than traditional cutting edges. The bits can last more than 10x longer than traditional cutting edges, which reduce hardware usage and throw away steel (worn out blades). GB2 is available with the purchase of a new machines, as well as an aftermarket retrofit. *Cat Vision Link - Delivering valuable data with connected machine. *Cat Payload - Precisely load targets every time for faster cycle times.</p> <p>Cat Skid Steer and Compact Track Loaders: *Electronic Torque Management System - Helps maximize performance, minimize fuel consumption. *Sealed and Pressurized Cabs - Provides a cleaner, quieter work environment.</p> <p>Cat Backhoe Loaders: *Selectable Power Management Modes - Saves fuel while maintaining machine performance. *Load-Sensing Hydraulic System - Provides excellent response for improved hoe and loader productivity and greater bucket breakout force.</p> <p>Cat Tractors: *Stable Blade - Produces a smoother surface finish. *Autocarry - Automatic raising and lowering of blade to maximize pushing capacity and prevent excessive track slippage.</p> <p>Cat Wheel Loaders: *Operator Assist - Helps the operator reduce tire slippage, automatic rim pull management and provides up to 10% better cycle time resulting in higher productivity. *Autodig - consistent high bucket fill factors deliver up to 10% more productivity.</p> <p>Cat Off Highway Trucks: *Adaptive Economy Mode - Automatically optimizes fuel consumption without affecting productivity just pressing a button. *Truck Production Management System (TPMS) - Weighting system with side indicator lights showing the operator when they are on last pass and when the truck is fully loaded.</p> <p>Cat Articulated Trucks: *Advanced Automatic Traction Control (AATC) - Technology that proactively applies inter- and cross-axle differential locks 'on-the-go' when needed without assistance from operator's interaction. *Cat Detect with Stability Assist - Warns the operator if machine is approaching a pre-set angle during operation, when driving and tipping.</p> <p>Machine/Operator Safety Technology: *Machine Security System - Gives you control over who can operate your machines and when. Prevents theft. *Seat Belt Reminder - Cost effective safety upgrade that significantly improves operator safety. *Cat Detect for Personnel - Alert ground crews in close proximity to mobile equipment. Cat@ Detect for Personnel sounds an immediate, unique alert that cuts through the white noise of engines, generators, cell phones and job site chatter to protect ground workers from equipment backing incidents. *Cat Command - Remote control in operations where an operator could be at safety risk.</p> <p>Whether you're looking to add technology to your current machine or want new ways to get more value out of the technology on your equipment, we have options for you.</p>
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<p>44</p>	<p>Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.</p>	<p>Caterpillar shares the concerns of governments and the public about the risks of climate change and supports global efforts to mitigate its impact. We are committed to contributing to a reduced-carbon future.</p> <p>We demonstrate this in many ways including through our significant progress in reducing greenhouse gas (GHG) emissions from our operations and our continued investment in new products, technologies and services. Caterpillar is engineering a brighter future through:</p> <ul style="list-style-type: none"> <li>- Reducing absolute GHG emissions by 34% since 2018</li> <li>- Reducing landfill intensity by 44% since 2018</li> <li>- Increasing sales and revenues from remanufacturing offerings by 42% since 2018</li> <li>- 100% of the 60+ new products in 2024 were more sustainable than the previous generation.</li> <li>- 61% of facilities located in water high-risk areas achieved the goal of water strategy implementation</li> <li>- Improvement in Recordable Injury Frequency (RIF) by 19% since 2018. Caterpillar provides U.S. Environmental Protection Agency (EPA) Tier 4 Final, European Union (EU) Stage V or equivalent products in North America, Europe and select regions worldwide. Products meeting these standards provide up to a 90% reduction in nitrogen oxides and particulate matter emissions compared to U.S. EPA Tier 3 or EU Stage IIIA emission standards. Caterpillar’s long-standing commitment to sustainability inspires us to set and achieve meaningful environmental, social and governance (ESG) goals and develop innovative products, technologies and services to support our customers on their sustainability journey.</li> </ul> <p>We consider this as we work toward a vision of a world in which people’s basic needs - such as shelter, clean water, education, and reliable energy - are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring success of our customers, stockholders, dealers, and our people.</p> <p>Caterpillar is a proud 20-year member of the Dow Jones Sustainability Indices, including both the World and North America Indices. The annuals DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors.</p> <p>For more on sustainability please visit our full report attached in the Financial and Stability attachment section.</p>
<p>45</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>Plants certified with ISO 14001:2004 Environmental Management System include:</p> <ol style="list-style-type: none"> <li>1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018</li> <li>2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021</li> <li>3) Gen Sets - Newberry 0 ISO 14001:2004 - Nov. 2017</li> <li>4) Mapleton - 14001:2004 self-certification issued Jan 2013</li> <li>5) Reman Services - Corinth MS - ISO 14001-2015- Sept. 2021</li> <li>6) Reman Services - Franklin - ISO 14001:2004-May 2017</li> </ol> <p>Plants specific to paving product manufacturing:</p> <ol style="list-style-type: none"> <li>1) Minneapolis: ISO9001</li> <li>2) Minerbio: DNV ISO9001, EAC certification for MBO</li> <li>3) Xuzhou China: CNF ISO9001</li> <li>4) Qingzhou China: ISO9001</li> <li>5) North Little Rock: DNV ISO9001</li> </ol>

<p>46</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?</p>	<p>Cat products deliver the best value for the money. While we rarely have the lowest initial purchase price, we are happy to demonstrate to customers that our machines offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcwell 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 price.</p> <p>In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each machine has industry-leading features that strive to minimize the possibility for accidents. In 2024, Caterpillar Safety Services' safety culture and leadership workshops positively impacted over 6,600 global customers. Our Caterpillar Safety Services team presented various safety thought leadership topics at 27 industry trade association conferences. For instance, Caterpillar Safety Services was invited to speak to the U.S. Occupational Safety and Health Administration (OSHA) Advisory Committee on Construction Safety and Health (ACCSH). The Caterpillar Safety Services team also presented to the American Road and Transportation Builders Association (ARTBA), a trade association representing the transportation construction industry in the United States. This presentation focused on the safety leadership traits that are necessary to inspire safe behavior in employees.</p> <p>In addition to built-in safety features, we also offer products and services that are unique in the industry.</p> <p>Cat Safety Services include, but are not limited to, the following:</p> <p>Safety Perception Survey - Used to establish a baseline safety-culture assessment by measuring employee perceptions and gaps in beliefs between management and employees on the front line across 20 Safety Culture Indicators.</p> <p>Safety Leadership Assessment - Used to measure individual safety leadership capability around four domains of safety leadership.</p> <p>Worksite Assessment - Compares onsite observations of safety practices and employee interview data to the documented processes and procedures.</p> <p>Continuous Improvement Process - Involving all levels of the organization to generate engagement, involvement, and ownership in the safety improvement process.</p> <p>Training - can be conducted with e-learning courses on <a href="http://safelyhome.cat.com">http://safelyhome.cat.com</a>, instructorled training products or as Supplier-facilitated workshops. Topics available include, but are not limited to, safety culture, effective communication, supervisor safety training, recognition, etc.</p> <p>Fleet Management &amp; Services through Caterpillar Job Site Solutions: We leverage the power of Caterpillar and our dealers by designing innovative solutions that solve customer problems and that have a positive impact on their bottom line. We approach each site differently, striving to deliver exactly what's needed — no more, no less. Every solution includes a unique mix of Caterpillar and dealer capabilities using industry best products, technology, services and expertise necessary to meet the customer's definition of success. The goal is to leave customers better off tomorrow than they are today. Details on products and services are available at <a href="http://www.cat.com/safety">www.cat.com/safety</a>. More information can be found in the additional document section. Pricing can be found in the pricing document section.</p>
<p>47</p>	<p>Describe any ergonomic features your solutions offer to minimize fatigue and strain on operators.</p>	<p>Caterpillar designs its paving and compaction equipment with features that support operator comfort and reduce strain. Many Cat® asphalt pavers include easy-to-use technology and versatile, operator-friendly controls that reduce physical effort during long paving shifts. For example, the AP1055 rubber-track paver is engineered for easy operation and includes systems that improve handling and reduce operator workload. Cat pneumatic rollers also emphasize smooth operating performance, which minimizes jolts and vibration transfer to the operator. The CW14 roller is designed to deliver smooth, reliable performance on grades and soft base materials, reducing operator fatigue during extended operation.</p>
<p>48</p>	<p>Describe any high-visibility features such as lighting packages, camera systems, or mirrors with extended sightlines your equipment offers.</p>	<p>Caterpillar integrates visibility-enhancing features throughout its paving and compaction equipment lines. The Cat CW34 pneumatic roller provides excellent visibility around the machine, helping operators maintain awareness of the jobsite and improve safety during compaction. In addition, Cat asphalt pavers—including the AP500, AP555, AP455, AP1000, and AP1055—are designed to support urban street and highway paving with wide paving ranges and application versatility, which improve the operator's ability to monitor material flow and mat quality across broader working areas.</p>

<p>49</p>	<p>Describe any guarding or emergency stop features or alarms your equipment offers such as moving parts guarding, obstacle detection sensors, and auto-shut off options.</p>	<p>In addition to built-in safety features, we also offer products and services that are unique in the industry.                  Caterpillar equipment incorporates a range of advanced built-in and optional safety technologies designed to help protect operators and ground personnel. Cat's operator-safety technology suite includes systems such as:</p> <p>Cat® Detect for Personnel — alerts ground crews when they are in close proximity to mobile equipment, providing immediate audible alerts to reduce the risk of backing incidents.                  Seat Belt Reminder — improves operator safety by ensuring proper restraint usage.                  Machine Security System — helps control who can operate machines.                  Stability-assist features on select equipment warn the operator when the machine approaches preset angles during operation.</p> <p>These technologies form a layered safety system that minimizes hazards around moving equipment. Caterpillar also provides the following services to compliment features for an additional layer of safety:</p> <p>Cat Safety Services include, but are not limited to, the following:                  Safety Perception Survey - Used to establish a baseline safety-culture assessment by measuring employee perceptions and gaps in beliefs between management and employees on the front line across 20 Safety Culture Indicators.                  Safety Leadership Assessment - Used to measure individual safety leadership capability around four domains of safety leadership.                  Worksite Assessment - Compares onsite observations of safety practices and employee interview data to the documented processes and procedures.                  Continuous Improvement Process - Involving all levels of the organization to generate engagement, involvement, and ownership in the safety improvement process.</p>
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**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, woman-owned, veteran and service disabled veteran owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories.
51		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> 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, SDVOSB and HUBZone suppliers.
52		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> 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. With in Caterpillar Inc. 40% of our board of directors are women, 22% of executives are women, 29% are management professionals and 19% are in production. Caterpillar also has an established partnership with a HUBZone-certified Women Business Enterprise, allowing federal agencies to procure through this program in accordance with WBE and HUBZone set-aside requirements.
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Caterpillar has an established partnership with a HUBZone-certified Disabled-owned business, allowing federal agencies to procure through this program in accordance with DOBE and HUBZone set-aside requirements.
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Caterpillar has an established partnership with a HUBZone-certified Disabled-owned business, allowing federal agencies to procure through this program in accordance with DOBE and HUBZone set-aside requirements.
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Caterpillar has an established partnership with a HUBZone-certified Disabled-owned business, allowing federal agencies to procure through this program in accordance with DOBE and HUBZone set-aside requirements.
56		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Caterpillar has an established partnership with a HUBZone-certified Disabled-owned business, allowing federal agencies to procure through this program in accordance with DOBE and HUBZone set-aside requirements.
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Caterpillar has an established partnership with a HUBZone-certified Disabled-owned business, allowing federal agencies to procure through this program in accordance with DOBE and HUBZone set-aside requirements.
58		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> 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. Caterpillar also has an established partnership with a HUBZone-certified Woman-owned small business, allowing federal agencies to procure through this program in accordance with WOSB and HUBZone set-aside requirements.

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	Cat dealers are independently owned businesses. As such their payment terms and accepted payment methods vary, but all will be stated on individual invoices. The most common terms are net 30.	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	<p>We offer both leasing and financing options to governmental members of Sourcwell at rates lower than available to the general public.</p> <p>Caterpillar has its own financing arm, Cat Financial. Cat Financial was founded in 1981 and serves Cat customers and dealers. With over 1,900 employees, Cat Financial is active in more than 40 countries covering more than 148,000 customers worldwide. Cat Financial offers you a complete solution for your acquisition needs:</p> <ul style="list-style-type: none"> <li>- Equipment &amp; Attachments</li> <li>- Parts</li> <li>- Service</li> <li>- Rebuilds</li> </ul> <p>Financial products are aligned and customized with the project and work site requirements such as operating lease, loan or finance lease.</p> <p>Find more information from Cat Financial here:  <a href="https://www.cat.com/en_US/support/financing-protection.html">https://www.cat.com/en_US/support/financing-protection.html</a></p>	*
61	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.	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Caterpillar equipment pricing is provided via dealer-issued quotes based on the current Cat price list and the Participating Entity's selected configuration. Members can initiate quotes directly through Cat.com (Request a Quote) or use Cat's Build & Price tools for eligible models prior to engaging their local dealer. Final quotes are issued by the authorized Cat dealer and reflect the configured machine, options, and any applicable offers at the time of quote. Note: Caterpillar does not publish universal list/discount matrices; pricing and any available promotional offers are confirmed by the dealer in the formal quote.	*
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing in this proposal is a percentage discount from list on current machine and work tools list prices. Our discount range varies between 12 - 30% off of the list price depending on the product family or model configured to meet the customer needs. Please specific list prices and discounts in the attached pricing document.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity or volume considerations, as well as any localized promotions or financing programs, are administered by authorized Cat dealers and reflected in the dealer's quote. Cat.com highlights nationally available offers (which may vary by model and time period), and dealers may provide additional, project-specific value at their discretion consistent with published offers. Participating Entities should consult their local Cat dealer for current program details.	*
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced goods / Open Market Items are available to members from Cat dealers. The prices for these good or services will represent fair marketing value and will be determined between the member and the selling dealer. We encourage our dealers and members to use these options as it facilitates complimentary products and streamlines the procurement process. Customers and dealers are responsible for including their Sourcwell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in quarterly reports. For audits, inclusion of a customer's Sourcwell member number on the PO and /or invoice shall be deemed sufficient.	*

67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any dealer costs (like pre-delivery inspection, installation, set up, training, etc.) will be itemized separately and are not subject to the Caterpillar list discount for Sourcewell members.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional cost to members who choose to pick up their machines from the Cat dealer. Dealers may charge fees for delivery to the Sourcewell member's location.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	There is no additional cost to members who choose to pick up their machines from the Cat dealer. Dealers may charge fees for delivery to the Sourcewell member's location.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Machines are large purchases and if there are unique Sourcewell member requirements our dealers will be happy to discuss on a case by case basis.	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance. Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process (under contract #032119-CAT) is working well.</p> <p>1) To ensure pricing accuracy, we maintain our current Sourcewell customer discount sheet on our dealer facing pricing pages. Dealers integrate these numbers automatically in their quoting software.</p> <p>2) To ensure new machines and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcewell contract and this is part of the reason for their high engagement and our high reporting accuracy.</p> <p>3) At month end, we gather the new machine and work tool sales data attributed to Sourcewell and aggregate it for our reporting.</p> <p>4) After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.</p>	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	We regularly track the % of sales that are sold using a cooperative contract. We will continue this practice if we are awarded a contract for this RFP.	*
73	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.	Per amendment #1 to Contract #060122-CAT, we will be pleased to offer an administrative fee of 0.33% of Caterpillar's list price for each piece of new equipment and serialized work tools purchased by Sourcewell's Participating Entities. Caterpillar will pay this fee and will not ask dealers or members to pay the fee.	*

**Table 6B: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
74	The pricing offered is consistent with standard market pricing typically offered to individual municipalities, universities, or school districts.	The pricing offered via Caterpillar's Sourcewell contracts reflects Caterpillar's most competitive cooperative contract discounting. We propose customer discounts between 12% and 30% based on our more than 300 machine models, with 70 different models specific to the Paving Industry. Please see Sourcewell 2026 Pricing document attached for specific model discounts.

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

Line Item	Question	Response *
75	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Caterpillar is pleased to offer a wide variety of products for Sourcewell members during roadway paving. These 70 different models include: 8 sizes of pavers, 38 rollers for all types of situations, 8 different types of cold planers, and 2 sizes of reclaimers. In addition, we will continue to offer 7 sizes of motorgraders, 14 types of skid loaders / compact track loaders that can be outfitted with a variety of work tools for applications during paving roadways. These products are complimentary to the CAT offering.
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	There are no subcategories of solutions for our products and services.

**Table 7B: Depth and Breadth of Offered Solutions**

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.

Line Item	Category or Type	Offered *	Comments
77	Asphalt pavers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Cat dealers are able to offer a wide range of paving products through our alliance with Weiler (wideners and tack distributors)
78	Screeds	<input checked="" type="radio"/> Yes <input type="radio"/> No	Cat dealers are able to offer a wide range of paving products through our alliance with Weiler (wideners and tack distributors)
79	Distributors	<input checked="" type="radio"/> Yes <input type="radio"/> No	Cat dealers are able to offer a wide range of paving products through our alliance with Weiler (wideners and tack distributors)
80	Loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Cat dealers are able to offer a wide range of paving products through our alliance with Weiler (wideners and tack distributors)
81	Steel-wheeled and pneumatic tire rollers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar
82	Wideners	<input checked="" type="radio"/> Yes <input type="radio"/> No	Cat dealers are able to offer a wide range of paving products through our alliance with Weiler (wideners and tack distributors)
83	Tack distributors	<input checked="" type="radio"/> Yes <input type="radio"/> No	Cat dealers are able to offer a wide range of paving products through our alliance with Weiler (wideners and tack distributors)
84	Cold planers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Cat dealers are able to offer a wide range of paving products through our alliance with Weiler (wideners and tack distributors)
85	Compactors	<input checked="" type="radio"/> Yes <input type="radio"/> No	Cat dealers are able to offer a wide range of paving products through our alliance with Weiler (wideners and tack distributors)
86	Concrete mixers, and gunite or shotcrete delivery equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	These products are offered through Cat dealers via our alliance with Weiler.

87	Describe in detail any complementary and additional services included in your proposal for services such as paving as a service, contracted work, or other services related to the paving equipment offered. Provide details related to third-parties involved and how the services are provided to agencies.	<input checked="" type="radio"/> Yes <input type="radio"/> No	We have a large variety of service contract options which can all be customized according to customer needs. Below are just 2 examples. More solutions are available and we encourage members and dealers to explore all options. 1. Equipment Protection Plans (Extended service coverage/Cat Insurance): After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage: A. Powertrain. B. Powertrain and Hydraulics C. Powertrain, Hydraulics and Technology. D. Premier. Note: a description of all these options is included in the attached Equipment protection plan document. 2. Customer Value Agreements (CVA's): A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on the member needs.
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**Exceptions to Terms, Conditions, or Specifications Form**

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

**Documents**

**Ensure your submission document(s) conforms to the following:**

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

- [Pricing](#) - Pricing.zip - Friday February 20, 2026 08:33:16
- [Financial Strength and Stability](#) - Financial Strength & Stability.zip - Friday February 20, 2026 08:34:22
- [Marketing Plan/Samples](#) - Marketing Plan.zip - Friday February 20, 2026 08:35:41
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Warranty.zip - Friday February 20, 2026 08:39:18
- [Requested Exceptions](#) - Requested Exceptions.zip - Monday February 23, 2026 11:13:08
- [Upload Additional Document](#) - Depth and Breadth of Offered Solutions.zip - Friday February 20, 2026 08:40:16

## 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. - Jodi Stevenson, Governmental Market Research Consultant, Caterpillar Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the 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
<b>Addendum_3_Roadway_Paving_Equipment_RFP_022626</b> Tue February 3 2026 08:17 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Roadway_Paving_Equipment_RFP_022626</b> Tue January 13 2026 12:46 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Roadway_Paving_Equipment_RFP_022626</b> Fri January 9 2026 10:59 AM	<input checked="" type="checkbox"/>	2