

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 13.2
(ID # 21988)**

MEETING DATE:
Tuesday, May 23, 2023

FROM : Regional Parks and Open Space District:

SUBJECT: REGIONAL PARK AND OPEN-SPACE DISTRICT: Approval of Purchase Agreements with Caterpillar, Inc., John Deere, and Kubota Tractor Corporation; All Districts [\$309,954 Total Cost - Open Space Fund 25430 50%, Mitigation Bank Fund 25550 25%, District Ops Fund 25400 25%]

RECOMMENDED MOTION: That the Board of Directors:

1. Authorize the use of Sourcewell for the purchase of one (1) CAT Model 25903 Compact Tract Loader, two (2) John Deere Model 317G Compact Tract Loaders with John Deere Model 72B Rock/Brush Grapples; one (1) Kubota L3560 Tractor with Land Pride rotary/flail mowers;

Continued on Page 2


ACTION:Policy


Kyla R. Brown, General Manager 5/16/2023

MINUTES OF THE BOARD OF DIRECTORS

On motion of Director Spiegel, seconded by Director Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: May 23, 2023
xc: Parks

Kimberly A. Rector
Clerk of the Board
By: 
Deputy



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**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Directors:

2. Approve the Purchase Agreement with Caterpillar, Inc. in the amount of \$98,151.76 and authorize the Chair to execute the agreement on behalf of Riverside County Regional Park and Open-Space District (RivCoParks);
3. Approve the Purchase Agreement with John Deere in the amount of \$152,296.50 and authorize the Chair to execute the agreement on behalf of Riverside County Regional Park and Open-Space District (RivCoParks);
4. Approve the Purchase Agreement with Kubota Tractor Corporation in the amount of \$59,505.66 and authorize the Chair to execute the agreement on behalf of Riverside County Regional Park and Open-Space District (RivCoParks); and
5. Authorize the General Manager, or designee, to take all actions necessary to administer the Purchase Agreements, that do not change the substantive terms of the agreement, or increase compensation more than ten percent (10%); and
6. Direct the Clerk of the Board to return one (1) executed copy of each Purchase Agreement to RivCoParks.

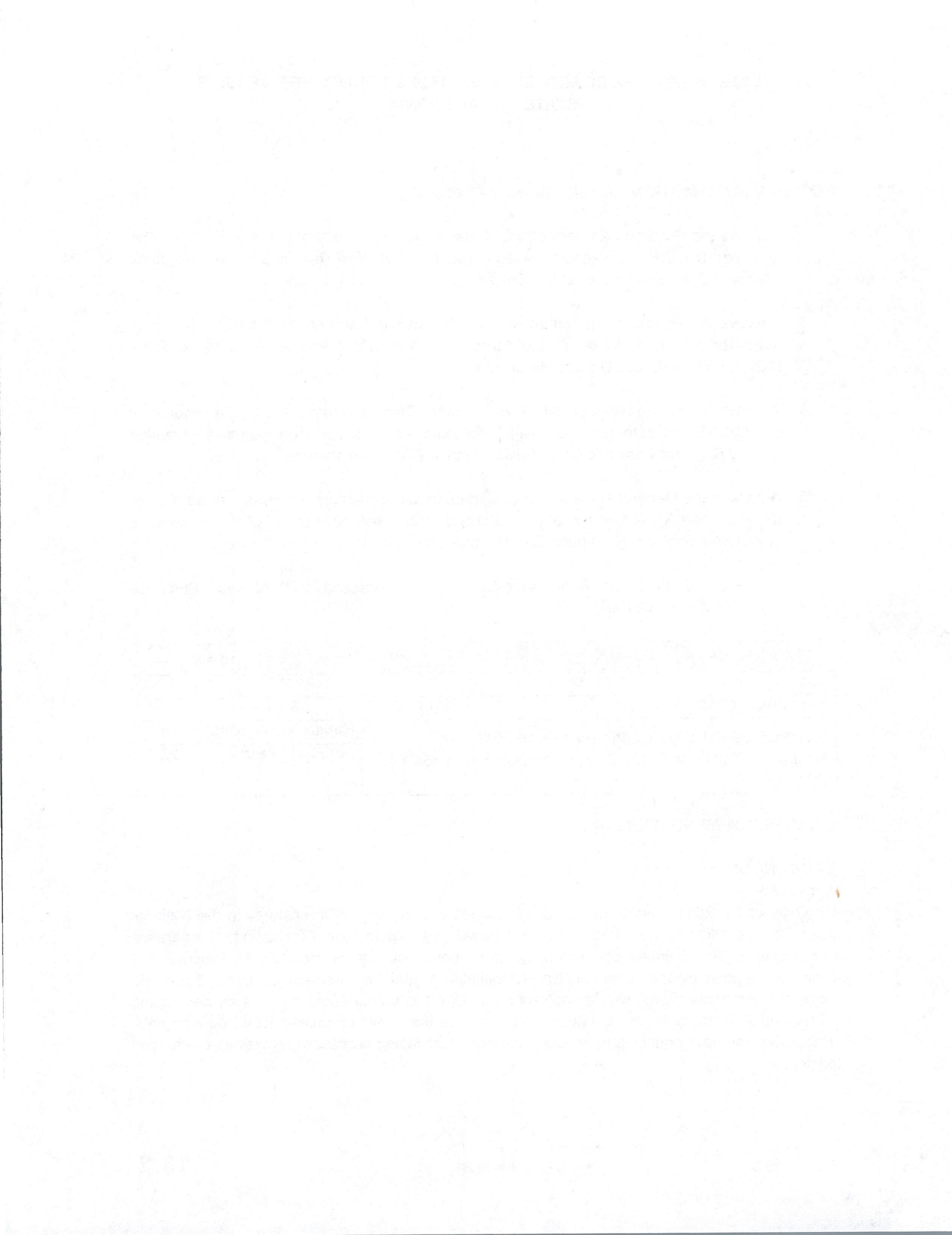
FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 309,954	\$ 0	\$ 309,954	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Open Space Fund 25430 50%, Mitigation Bank Fund 25550 25%, District Ops Fund 25400 25%			Budget Adjustment:	No
			For Fiscal Year:	22/23

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On October 18, 2011, Item 3-18, the Board ratified membership of the County in the National Joint Powers Alliance, now known as Sourcewell, for Cooperative Purchasing. Cooperative purchasing is "Procurement conducted by, or on behalf of, one or more Public Procurement Units" as defined by the American Bar Association Model Procurement Code for State and Local Governments. Sourcewell's analysts streamline the procurement process by developing RFPs and IFBs for national, competitive solicitations that meet or exceed local requirements. This allows member agencies to access expedited purchasing processes as well as discounted pricing.



**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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The proposed heavy equipment purchases have been identified by RivCoPark's Open-Space Team as being integral to the successful land management of properties under RivCoPark's care. Equipment will be used to conduct vegetation management in reserves and parks throughout Riverside County.

IMPACT ON CITIZENS AND BUSINESSES

Fuel reduction efforts within park reserves, regional parks, and trails in these regions will decrease wildfire risks around communities, homes, infrastructure, critical habitat zones, and other highly valued resources, including wildlife passages for native wildlife species.

CONTRACT HISTORY AND PRICE REASONABLENESS

Caterpillar, Inc. Purchase Agreement includes negotiated Sourcewell pricing in which the vendor provided a discount of \$21,660.24. John Deere Purchase Agreement includes negotiated Sourcewell pricing in which the vendor provided a discount of \$55,979.52. Kubota Tractor Corporation Purchase Agreement includes negotiated Sourcewell pricing in which the vendor provided a discount of \$39,766.44.

ADDITIONAL FISCAL INFORMATION

John Deere purchase (Fund 25430) was included part of the Second Quarter Budget Adjustment to purchase Heavy Equipment for RivCoPark's Santa Ana River Bottom. It will be funded via an agreement with the Department of Housing and Workforce Solutions (HWS).

Caterpillar purchase (Fund 25550) was included in the District's FY22/23 budget as "tractor attachments". It was later determined to be more cost effective to purchase a new tractor (with attachments) as a whole unit.

Kubota purchase (Fund 25400) will be funded by a CalFire grant that was awarded to the District midyear.

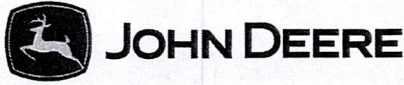
ATTACHMENTS:

- Caterpillar, Inc. Purchase Agreement
- John Deere Purchase Agreement
- Kubota Corporation Purchase Agreement


Suzanna Hickley, Assistant Director of Purchasing and Fleet Service 5/18/2023


Jason Farin, Principal Management Analyst 5/18/2023


Kristine Bell-Valdez, Supervising Deputy County Counsel 5/18/2023



Retail Purchase Order

RDO Equipment Co.
20 Iowa Avenue
Riverside CA, 92507

Phone: (951) 778-3700 - Fax: (951) 778-3746

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, CA 92502-1147
778-3746

OPEN DOCUMENT IF FULLY PRINTED TO RETURN
CLERK'S COPY

WARNING
Warning: Cancer and Reproductive Harm.
For more information go to:
www.P65Warnings.ca.gov

Bill To:
COUNTY OF RIVERSIDE PARKS AND REC
4600 CRESTMORE RD
RIVERSIDE, CA, 92509
RIVERSIDE ()
(951) 955-5182

Purchase Order Date: 3/17/2023
Purchase Order #: 1592052
Purchaser Account #: 5298018

Ship To:
COUNTY OF RIVERSIDE PARKS AND REC
4600 CRESTMORE RD
RIVERSIDE, CA, 92509
(951) 955-5182

Customer Purchaser Type: Governmental - County
Customer Market Use: Earth Moving - Land Improvement
Location of First Working Use: RIVERSIDE, CA, 92509
Dealer Account Number: 177637
Sales Professional: James Davis
Phone: (951) 778-3700
Fax:
Email: jmdavis@rdoequipment.com

Comments

Proposal Good Thru 05/13/2023

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Price Per Unit	Cash Price
2	TBD TBD	0	New 2023 JOHN DEERE 317G	\$87,468.00	\$174,936.00
			Freight in John Deere Factory Freight In	\$1,750.00	\$3,500.00
			Freight Out Freight to Riverside County Parks Yard	\$375.00	\$750.00
			Prep / Reconditioning PDI/FUEL/DEF/EIN	\$895.00	\$1,790.00
			Customer Discount Source Well Discount 32% Off List Price Contract #032119-JDC Member#162136	(\$27,989.76)	(\$55,979.52)
			Warranty -John Deere Power Train & Hyd.-60 Months, 3000 Hours,Deductible: 0, Exp Date: 3/17/2028	\$1,795.00	\$3,590.00
2	TBD TBD	0	Attachment - New 2023 JOHN DEERE GR72B	\$6,374.74	\$12,749.48
Equipment Subtotal:				\$141,335.96	

Purchase Order Totals

Balance: \$141,335.96
CA STATE TAX: \$8,480.16
CA COUNTY TAX: \$353.34
CA SPECIAL TAX: \$2,120.04
Sales Tax Total: \$10,953.54
CA Tire Fee: \$7.00
Sub Total: \$152,296.50
Cash with Order: \$0.00
Balance Due: **\$152,296.50**

Legal Information

For the Construction Product(s)

ACKNOWLEDGMENTS - Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above Product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the Product(s) ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. Except as provided herein and as necessary to protect RDO Equipment from the claims of a bankruptcy trustee or a buyer in the ordinary course or business, the Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order. I (we) hereby grant a security interest to RDO Equipment in the Product.

DISCLOSURE OF REGULATION APPLICABILITY - When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

IMPORTANT WARRANTY NOTICE - The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE.

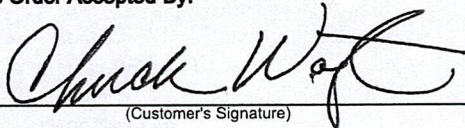
Telematics: Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

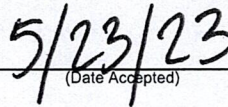
Upon signature of delivery acknowledgment, customer is accepting the equipment, including attachments, in "AS IS" condition, agreeing to notify RDO Equipment Co. within 24 hours of any damages or discrepancies found upon receipt of equipment.

Signature Area

Purchase Order Accepted By:



(Customer's Signature)



(Date Accepted)

CHUCK WASHINGTON
CHAIR, BOARD OF SUPERVISORS

(Authorized Signature of Dealer)

(Date Accepted)

Delivery of Equipment Acknowledgement:

(Customer's Signature)

Date Accepted

Standard Warranty Acknowledgement:

(Delivered On)

(Warranty Begins)

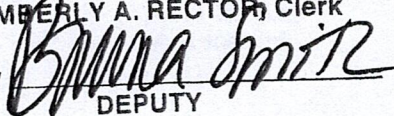
Extended Warranty Oil Sampling Acknowledgement:

(Customer's Initials)

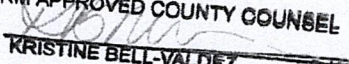
((deal owner's title)'s Initials)

ATTEST:

KIMBERLY A. RECTOR, Clerk

By 
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY 
KRISTINE BELL-VALDEZ DATE

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
2	TBD	2023 JOHN DEERE 317G	06L0P 317G Compact Track Loader 0506 EH Joystick Performance, Cab/Heat/AC, Power Quik-Tatch, Self Level & Ride Control, 1 Speed, Attachment Performance, LED Lights 1053 Air Suspension Seat (Cloth with Heat) 1363 3-Inch Seat Belt with Shoulder Harness 5607 Zig-Zag Bar Tread Pattern - 15.8 in. (400mm) Tracks 0202 United States 0259 English Operator's Manual 0351 Translated Text Labels 183E JDLink™ 8030 Fire Extinguisher Bracket 8052 Keyless Start (Sealed Switch Module) 8917 72 in Construction Bucket (17.8 cu ft) w/ Edge 8047 Counterweight, (Double Set) AT446201 Warning Beacon
2	TBD	2023 JOHN DEERE GR72B	05Q1T GR72B ROCK / BRUSH GRAPPLE

STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, UTILITY, CCE AND FORESTRY PRODUCTS – US & Canada

- **Construction, Forestry & Compact Construction Equipment (CCE) Products***: 12 months Full Machine Standard Warranty
- *** Compact Construction Equipment Products** Delivered and settled on or after 01 June 2018: 24 months or 2000 hours (whichever comes first) Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers**: 6 months Full Machine Standard Warranty
- **DC & DE Series Pull-Type Scrapers**: 12 months Full Machine Standard Warranty
- **Scraper Tractors**: 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments**: 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Frontier Equipment**: 6 months Full Machine Standard Warranty (90 days in rental applications)

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

STANDARD Warranty is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

EXTENDED Warranty is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

STRUCTURAL Warranty applies to certain structural components as listed below and as described in this document.

FACTORY-INSTALLED UNDERCARRIAGE Warranty applies to certain undercarriage components as listed below and as described in this document.

A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor/labour, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY -

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY -

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other

person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. Factory-Installed Undercarriage Warranty covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor/labour; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. StructurALL Warranty for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

Items Covered by StructurALL for Cut-to-Length Forestry Machines: Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

StructurALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on H-Series & J-Series Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional side booms.
5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.

E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Diagnostic Time
6. Additional Labor/Labour Time - Above SPG/Labor/Labour Rate
7. Additional Cleaning - Above SPG/Labor/Labour Rate
8. Rental Fees
9. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, collision or other accidents.
10. Premiums charged for Overtime Labor/Labour
11. Transportation to and from the dealership.
12. Travel time, mileage or service calls by the dealer.
13. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
14. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for refills of oils/coolants lost due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval as provided in the Operator's Manual).
15. Torn, cut, or worn hoses.
16. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
17. Items such as cutting-edge parts, delimiting knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
18. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
19. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
20. Parts supplied or modifications done by third party suppliers.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket – i.e. Winch not installed at factory.
24. Custom options installed outside the factory – i.e. G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).

F. TERMINATION OF WARRANTY-

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is modified or altered in ways not approved by John Deere; or
3. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
4. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is

reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at www.jdlink.com.

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy.

I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor/labour) that would not have been incurred had the product been repaired at the dealer's place of business.

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty, and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: John Deere Construction Retail Sales (JDCRS)

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
3.14/6	<p>Unless stated otherwise, a manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor.</p>	<p>JDCRS approves dealer groups to sell direct under this contract upon their acceptance of the Sourcewell T&Cs. JDCRS will sell direct where a dealer group has yet to accept the contract terms.</p> <p>JDCRS and U.S. dealer sales reporting and admin fee payment functions will be processed by our JDCRS office.</p> <p>"Sub-contractor" does not apply to our dealer network. Our network is comprised of independently owned dealer groups that are bound by a dealer agreement. John Deere is not responsible for the acts or omissions of the dealer network.</p> <p>We request all sub-contractor verbiage/reference be stricken.</p>	Sourcewell accepts
3.23.2/8	<p>Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor.</p>	<p>"Sub-contractor" does not apply to our dealer network. Our network is comprised of independently owned dealer groups that are bound by a dealer agreement. John Deere is not responsible for the acts or omissions of the dealer network.</p> <p>We request all sub-contractor verbiage/reference be stricken.</p>	Sourcewell accepts
3.28.1/10	<p>With respect to Members within the Commonwealth of Virginia, this RFP is intended to be a "joint procurement agreement" as described in Vir. Code § 2.2-</p>	<p>We offer our contract to all eligible member agencies. Should any state, governing body, or buying agency impose or require any additional administrative or transaction fee of any kind, said</p>	Sourcewell accepts

	4304(A), and those Virginia Members identified in Appendix C must be allowed to use this Contract as a Joint Purchaser.	fee will reduce the List discounts accordingly.	
5.18/16	Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by Sourcewell.	We offer our contract to all eligible member agencies. Should any state, governing body, or buying agency impose or require any additional administrative or transaction fee of any kind, said fee will reduce the List discounts accordingly.	Sourcewell accepts
5.51/18 5.54/18	Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.	Standard warranty defines covered items and services. Freight and transport to and from dealership are not covered items.	Sourcewell accepts
6.26/23	Subcontractors: Vendors' certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to Sourcewell separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.	"Subcontractor" does not apply to our dealer network. Our network is comprised of independently owned dealer groups that are bound by a dealer agreement. John Deere is not responsible for the acts or omissions of the dealer network. We request all subcontractor verbiage/reference be stricken.	Sourcewell accepts
7.13/27	The Vendor must immediately notify Sourcewell Members when they order an out-of-stock item.	Unless a dealer stock unit is being offered, retail machines are made to order. 90 day lead time or less is the general guidance, but there may be exceptions.	Sourcewell accepts
7.16/27-28	The Vendor must disclose to Sourcewell any litigation, bankruptcy, or suspensions / disbarments that occur during the Contract period.	As was clarified in the pre-proposal conference, what needs to be advised is any <i>major</i> scenario that would impact the vendor's financial standing and their ability to uphold the contract agreement. JDCRS is not at liberty to share all litigation scenarios that may arise. We request the "litigation" verbiage be stricken.	Sourcewell accepts the removal of "litigation;" however, all other requirements remain.
8.11/29	No delegation of any duty of the Vendor under this Contract may be made without prior written permission of Sourcewell.	We request permission to approve dealer groups to sell direct. Dealer groups must first agree to abide by the Sourcewell Terms & Conditions as agreed by JDCRS.	Sourcewell accepts

		JDCRS will include U.S. dealer sales in our reporting and admin fee processing. Allowing so on the previous contract has proven value-added as it has; allowed dealers to fully embrace the contract, streamlined the sales process, and continued to increase sales each year.	
8.31/32	<p>Procurements by Sourcewell or Sourcewell Members utilizing funds under a federal grant or contract may be subject to specific federal laws, regulations, and requirements in addition to those under state and local laws. Applicable law may include, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR Part 200 (also referred to as the "Uniform Guidance" or "EDGAR").</p> <p>The terms included in this section express Proposer willingness and ability to comply with certain requirements which may be applicable to specific Sourcewell Member purchases using federal grant or contract dollars.</p>	<p>While JDCRS endeavors to supply all equipment requests, we cannot commit to all unknown requirements ahead of time. We will gladly review each request at time of inquiry for feasibility and follow-through as may be applicable.</p>	Sourcewell accepts
Form D/48	<p>The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.</p>	<p>"Subcontractor" does not apply to our dealer network. Our network is comprised of independently owned dealer groups that are bound by a dealer agreement. John Deere is not responsible for the acts or omissions of the dealer network.</p> <p>We request all subcontractor verbiage/reference be stricken.</p>	Sourcewell accepts
Appendix D/69 (PDF copy)	<p>Procurements by SourcewellSM (Formerly NJPA) or Sourcewell Members utilizing funds under a federal grant or contract funded all or in part by the Federal Emergency Management Agency (FEMA) may be subject to specific federal laws, regulations, and requirements in addition to those under other federal, state and local laws. This may include, but is not limited to, the procurement standards of the Uniform</p>	<p>While JDCRS endeavors to supply all equipment requests, we cannot commit to all unknown requirements ahead of time. We will gladly review each request at time of inquiry for feasibility and follow-through as may be applicable.</p>	Sourcewell accepts

	<p>Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Title 44 of the Code of Federal Regulations, Part 13 (44 CFR Part 13).</p> <p>The terms included in this section express Vendors willingness and ability to comply with certain requirements which may be applicable to specific Sourcewell Member purchases using FEMA grant or contract dollars.</p>		

Proposer's Signature: *M. J. [Signature]* Date: 3/18/2019

Sourcewell's clarification on exceptions listed above:





FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response ~~and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal~~. Exception is noted in our RFP response, asking for this text to be stricken as we do not use subcontractors. Our dealer network is independently owned.

Company Name: John Deere Construction Retail Sales Date: 3/14/2019

Company Address: 1515 5th Avenue

City: Moline State: IL Zip: 61265

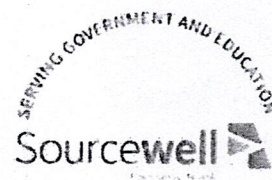
CAGE
Code/DUNS: 3PSD7/142124762

Contact Person: Richard Murga Title: Contract Administrator

Authorized Signature: *Mark Oliver* Mark Oliver
(Name printed or typed)

FORM E

CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-JDC

Proposer's full legal name: John Deere Construction Retail Sales

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:
Jeremy Schwartz
COED2A139D06488
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coquette
7E428BF617A54CC
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-JDC

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name John Deere Construction Retail Sales

Authorized Signatory's Title Manager, Contract Sales

Mark Oliver
VENDOR AUTHORIZED SIGNATURE

Mark Oliver
(NAME PRINTED OR TYPED)

Executed on 10 May, 2019

Sourcewell Contract # 032119-JDC



PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: John Deere Construction Retail Sales

Address: 1515 5th Avenue

City/State/Zip: Moline, IL 61265

Telephone Number: 309-748-3418

E-mail Address: OliverMarkR@JohnDeere.com

Authorized Signature: *Mark Oliver*

Authorized Name (printed): Mark Oliver

Title: Manager Contract Sales

Date: 3/14/2019

Notarized

Subscribed and sworn to before me this 14 day of MARCH, 2019

Notary Public in and for the County of ROCK ISLAND State of IL

My commission expires: 10/26/2021

Signature: *Cindy L. Schoo*





Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: John Deere Construction Retail Sales

Questionnaire completed by: Richard Murga

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

JDCRS' only option for payment terms is Net 30 Days.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

JDCRS (contract vendor) does not play a role in leasing, financing or payment terms other than Net 30 Days.

John Deere Financial offers leasing/financing options. The John Deere Municipal Lease Purchase Plan is a special low-rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body, or their political subdivisions, having the power to tax may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval.

John Deere Financial also offers other leasing and financing options for governmental, educational, and non-profit entities, subject to approval.

All leasing and financing options are handled through the local dealer and John Deere Financial. The lease/finance provider funds the contract sales invoice within 30 days.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

JDCRS authorizes U.S. dealer groups to sell direct after they agree to uphold Sourcewell's T&Cs in writing.

Sourcewell members will contact their local dealer for assistance with machine and option selection.

<https://dealerlocator.deere.com/servlet/country=US>

The local dealer will provide the contract quote. Sourcewell members will submit their purchase orders to the authorized quoting party noted on their contract quote. The quote number and the Sourcewell contract number must be noted on the PO. If a municipal lease is involved, that too must be made known on the PO.

JDCRS will ship the unit to the selling U.S. dealer. For sales outside of the U.S., the local selling dealer will quote and arrange the freight move from factory to dealer and from dealer to customer.

Setup, installs, inspection and final delivery are handled by the local dealer. Authorized seller will invoice Sourcewell member upon receipt of product delivery acceptance notice.

U.S. sales reports will be processed and submitted by JDCRS on a quarterly basis.

Canada sales reports will be processed and submitted by John Deere Limited on a quarterly basis. Per our previous Sourcewell addendum to expand into Canada, John Deere Limited is the Canada-based sales branch office that owns the relationship with the Canadian dealer groups.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

P-card payments are accepted with a 3% processing fee added to the contract quote. P-card usage is to be made known at time of quote request. Customer PO must cover the added fee.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

Copy of standard warranty is attached in addition to the below responses.



Standard
Warranty.pdf

- Do your warranties cover all products, parts, and labor?
12 months full machine standard warranty is provided, as outlined in the standard warranty document.
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
Full-size machines receive 12 months of coverage with no hour limit.
Compact machines (Commercial Worksite) receive 24 months of coverage with 2,000-hour limit.
Limitations on usage behavior are in place for all goods.
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? No
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? No How will Sourcewell Members in these regions be provided service for warranty repair? Dealers are assigned for coverage of the entire U.S.
- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? As outlined in the standard warranty document, non-Deere items are handled by original OEM.
- What are your proposed exchange and return programs and policies?
As noted in the standard warranty document, "John Deere will repair or replace, at its option, any parts... of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship." See full text for detailed explanation.

- 6) Describe any service contract options for the items included in your proposal.

No service contracts are made part of this RFP response or resultant award. Local dealers are allowed to quote service contracts and extended warranties at time of machine quote for buying agency's consideration.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Customer solutions offered in response to this RFP are John Deere's Construction Equipment (CE) and Compact Construction Equipment (CCE) product lines. Heavy, medium and compact machines are available to meet the Sourcewell members' needs. Specifically, there are 15 categories of 90 plus machines, each with their own factory options and attachments. Additionally, there are 120 plus attachment offerings to be used in conjunction with the compact line of machines. Many of these attachments are functional on a variety of the four compact machine categories, adding great versatility to the end-user. Further, local dealers will have the ability to provide customer requested goods and services to complete the desired machine functionality.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

As in previous contracts, we will use a discount off current List price for each product model. Complete commercial price pages as well as a discount matrix are included with our bid response. Base machine and four-digit factory build codes will receive the machine discount. Non-factory items will be quoted by the dealer.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

The discount range varies from 20% to 44% off our published List prices.

- 10) The pricing offered in this proposal is

- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

5-7 machines receive 1% additional discount
8-14 machines receive 2% additional discount
15-30 machines receive 3% additional discount

No rebates are offered.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

JDCRS can certainly offer "Sourced Goods". "Sourced Goods" are also referred to by John Deere as non-contract items, allied items, referral attachments, dealer provided goods/services... We define non-contract as John Deere non-factory items, such as Field Kits and Parts for dealer installation that appear in the price pages. Allied equipment is defined as other OEM equipment (ex. Bradco Rock Saw). Dealer provided goods/services are items such as; Attachments, Parts, Setup, Installs, Inspection, Preventative Maintenance services, Extended Warranty...

Non-contract, allied, and dealer provided goods/services would be sold as sourced goods and the price of the item or service is quoted by the John Deere dealer. Sourced goods will appear on the quote along with the contract item and would be listed as "Dealer provide..."

For example, a Sourcewell Member could purchase a John Deere Skid Steer Loader, an extra fuel tank cap (non-contract part) and a Bradco Rock Saw (allied) by utilizing the Sourcewell contract, but the price of the fuel tank cap and rock saw would be determined by the John Deere dealer and both would be listed on the PO as "Dealer provided fuel cap and Dealer provided Bradco Rock Saw". We successfully use this process on other contracts.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Dealer provided goods and services: Customer requested non-factory goods/services will be quoted by dealer.

Set-up and installation fees: Dealer applied charges that cover their costs for installing and ensuring the proper operation of sourced goods and field attachments. The set-up and installation fees are quoted by the dealer.

Pre-Delivery Inspection (PDI): A PDI is performed on all new machine purchases to ensure proper fluid levels, check system pressures, verify accurate system operation, and cleaning of the unit prior to delivery. The cost of the PDI is quoted by the dealer and will vary by machine model and complexity.

Taxes: Local taxes, if applicable, will be assessed.

- 14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

JDCRS believes that charging the corporate contracted freight rates for each and every sale is most equitable due to the known sizes & weights and unknown distances that goods will travel to reach the Sourcewell member's local John Deere dealership. All shipments in the continental U.S. (CONUS) region will therefore be FOB Destination, Pre-Paid and Added. Factory to dealer freight will be quoted. Local delivery by dealer to customer location will also be quoted.

Prospective buying agency must supply the full address for the end-user's delivery location at time of quote request. Should buying agency choose not to use their nearest compact equipment dealer, the preferred dealer needs to be clearly stated on the Purchase Order accordingly. Full-size equipment dealers have a defined coverage area and are not selectable by the customer.

JDCRS will make every effort to deliver ordered items in as timely a fashion as possible. Actual delivery cannot be defined ahead of time as warehouse dates are assigned based on number of orders placed on the factory, logistics assignment, transit time to local dealer, installs/setup/inspection by local dealer and final delivery to end user. In most cases, goods are delivered within 90 days, but there may be exceptions from time to time.

- 15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

As is the case for the continental U.S., factory to dealer freight as well as local delivery by dealer to end-user will be quoted and invoiced. Location specific constraints related to moves by; ocean, barge, inland... may affect final delivery time.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

None noted that vary from what has previously been described. Should a request come in that requires further consideration, we will be happy to review for applicability.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

For sales that are processed through our office, the quote and purchase order are reviewed by the in-house account manager for accuracy. If the purchase order needs to be modified, the change request is submitted prior to commencing the factory ordering process.

Monthly spot checks are performed by our accounting department to ensure the department is compliant with published pricing and contract discounts. Additionally, the accuracy of the contract sales reporting and administrative fee paying are also audited.

For sales that are processed through the dealer network, the quote and purchase order are reviewed by the selling dealer. Dealers acquire the machines at a discount when selling through this contract. A program code has been established for use at time of dealer settlement to claim their discount. On a quarterly basis, JDCRS receives a dealer settlement report from which the dealer sales are retrieved and added to the in-house sales noted above. Together, the full report is reviewed, approved and processed for sales reporting to Sourcewell and for payment of admin fees.

- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

We propose a 1% admin fee applicable only to the equipment's contract selling price (List price of equipment on contract reduced by the contract discount percentage). The incidental, non-factory items and dealer provided goods and services (all items not priced/discounted by contract), will be excluded from the calculation. This process has proven functional in the past to accurately report sales activity stemming from dealers across the nation and for paying admin fees in a timely fashion.

Industry-Specific Questions

- 19) Describe any industry-specific quality management system certifications obtained by your organization.

John Deere is registered with the International Standards Organization 9001 for quality management.

- 20) Describe any environmental management system certifications obtained by your organization.

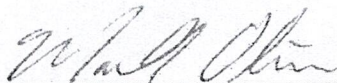
For more information on John Deere's Environmental Stewardship visit:

http://www.deere.com/en_US/corporate/our_company/citizenship/environmental_stewardship/environmental_stewardship_page?

- 21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Preventative maintenance services are dealer-provided. Please review Form P item 12 above.

Signature: _____



Date: _____

3/14/2019

AMENDMENT TO
Sourcewell Contract #032119-JDC

This AMENDMENT (“Amendment”) to Sourcewell Contract # 032119-JDC (“Agreement”) is effective on the date hereof, by and between Sourcewell® and John Deere Construction Retail Sales (“Vendor”)

WHEREAS, Vendor was awarded a Sourcewell Contract for Heavy Construction Equipment with Related Accessories, Attachments and Supplies effective May 13, 2019 until May 13, 2023 relating to the provision of products and services to Sourcewell and its members;

WHEREAS, John Deere Construction Retail Sales and Wirtgen America, Inc. have historically held separate Sourcewell contracts, it was errantly assumed separate submittals was the most appropriate response for RFP 032119. It has been since determined that the most effective way to serve Sourcewell members is to provide both John Deere and Wirtgen America offerings in tandem through contract award, 032119-JDC. John Deere Construction Retail Sales will remain the contract holder and Wirtgen America, Inc.’s products, ordering process, and sales/administration contacts will be included in John Deere’s portfolio for direct purchase and processing through the Wirtgen America, Inc. dealer channel. To summarize; John Deere offerings will only be sold through John Deere Construction Retail Sales and its authorized dealer channel, Wirtgen America, Inc. offerings will only be sold through Wirtgen America, Inc. and its authorized dealer channel. Those wishing to engage either product line must do so through the appropriate dealer channel;

WHEREAS, Vendor and Sourcewell desire to add Wirtgen America, Inc.’s product line (Wirtgen, Hamm and Vogege brands) under the Agreement (all sold by Wirtgen America, Inc. dealers);

WHEREAS, Vendor and Sourcewell acknowledge that Wirtgen America, Inc. shall be supporting sales of Wirtgen America offerings to Sourcewell members within the U.S. and Canada as well as responsible for related sales reporting and administrative fee paying;

WHEREAS, Vendor and Sourcewell acknowledge that Wirtgen America, Inc. failure to perform to contract terms and conditions may result in termination of contract;

WHEREAS, all parties agree that certain terms within the Agreement shall be updated and amended; and only to the extent as hereunder provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements described in this Amendment, the parties hereby agree as follows:

1. Form P Question 4 response is amended as follows:
After the first paragraph, insert:
“Wirtgen America, Inc. does not accept the P-card procurement and payment process.”

2. Form P Question 5 response is amended as follows:
After the first paragraph, insert:
“Wirtgen America, Inc. also offers 12 months of standard warranty but with a 1,000-hour limit.”
3. Form P Question 7 response is amended as follows:
After the first paragraph, insert:
“Wirtgen America, Inc.’s product line (Wirtgen, Hamm and Voegel) is being offered to provide 130+ equipment variations in the following categories: Milling, Recycling, Stabilizing, Paving, Spreading, Compacting and Rollers. Further, local dealers will be allowed to provide customer requested goods and services to complete the desired machine functionality.

John Deere Construction Retail Sales will also be offering Program Eligible machines to Sourcewell members in both the U.S. and Canada. “Program Eligible” opens the contract’s machine eligibility to include Demonstration machines, Training Center machines and Marketing machines as defined below.

Program Eligible Criteria:

Never retailed,
Less than three years old for compact and mid-size machines,
Less than four years old for Production Class Equipment (Articulated Dump Trucks, 950 and larger size Dozers, 470 and larger size Excavators, 744 and larger size 4WD Loaders).

Program Eligible Pricing Model:

Original List - Contract Discount = Standard Contract Selling Price
Standard Contract Selling Price - Depreciation = Program Eligible Selling Price.
Depreciation varies based on age, hours, and machine type.
Depreciation is negotiated between dealer and customer.
Sourcewell Administration Fee will be paid on Standard Contract Selling Price.”

4. Form P Question 9 response is amended as follows:
Replace the initial response with the following verbiage:
“The discount range varies from 17% to 44% off the manufacturer’s published List prices.”
5. Lastly, Form P Question 3 and Form A question 32 identify the John Deere sales branch in Canada as “John Deere Limited”, the proper business name is “John Deere Canada ULC.”

Except as amended by this Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereof.

Sourcewell®

DocuSigned by:
x Jeremy Schwartz
Authorized Signature – **Signed**

By Jeremy Schwartz
Name – **Printed**

Title Director of Operations & Procurement/CPO

Date 3/12/2020 | 1:59 PM CDT

John Deere Construction Retail Sales

DocuSigned by:
x Richard Murga
Authorized Signature – **Signed**

By Richard Murga
Name – **Printed**

Title Account Manager, Fed & State

Date 3/12/2020 | 1:43 PM CDT

APPROVED:

Sourcewell®

DocuSigned by:
x Chad Coauette
Authorized Signature – **Signed**

By Chad Coauette
Name – **Printed**

Title Executive Director / CEO

Date 3/12/2020 | 2:08 PM CDT

**AMENDMENT #2
TO
SOURCEWELL CONTRACT #032119-JDC**

This Amendment is by and between **Sourcewell (Sourcewell)** and **John Deere Construction Retail Sales, a division of John Deere Shared Services, Inc.** (Vendor).

Vendor was awarded a Sourcewell contract for Heavy Construction Equipment with Related Accessories, Attachments, and Supplies #032119-JDC (Original Contract). The parties agree that certain terms within the Original Contract will be amended as hereunder provided.

In consideration of the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. Form P, Question 18, is modified to read that Vendor's Administrative Fee will be 0.50%.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

**John Deere Construction Retail Sales, a
division of John Deere Shared Services, Inc.**

By: Jeremy Schwartz
Authc: DocuSigned by:
C0FD2A139D06489...

By: Richard Murga
Authc: DocuSigned by:
B5FD5EFBEF6045A...

Jeremy Schwartz
Name – Printed

Richard Murga
Name – Printed

Title: Director of Operations & Procurement/CPO

Title: Contract Administrator

Date: 3/18/2020 | 3:25 PM CDT

Date: 3/18/2020 | 12:27 PM CDT

APPROVED:

By: Chad Coquette
Authc: DocuSigned by:
7E42B8F817A64CC...

Chad Coquette
Name – Printed

Title: Executive Director/CEO

Date: 3/18/2020 | 5:05 PM CDT

AMENDMENT #3 TO CONTRACT #032119-JDC

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **John Deere Construction Retail Sales, a division of John Deere Shared Services, Inc.** (Vendor).

Sourcewell awarded a contract to Vendor to provide Heavy Construction Equipment with Related Accessories, Attachments, and Supplies, effective May 13, 2019, through May 13, 2023 (Contract).

Vendor has notified Sourcewell that its name changed on October 31, 2022, from John Deere Shared Services, Inc., to John Deere Shared Services LLC, with an address of 400 East Court Avenue, Des Moines, Iowa 50309. Vendor is now requesting to change the name of the contract holder, and Sourcewell agrees to this change.

Except as amended above, the Contract remains in full force and effect.

Sourcewell

John Deere Construction Retail Sales, a division of John Deere Shared Services, Inc.

By: DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489... _____
Jeremy Schwartz, Chief Procurement Officer

By: DocuSigned by:
Mark Oliver
1CAF73242BB647F... _____
Mark Oliver

Date: 12/20/2022 | 3:21 PM CST

Title: Manager, Contract Sales

Approved:

Date: 12/20/2022 | 3:08 PM CST

By: DocuSigned by:
Chad Coauette
7E42B8F817A64CC... _____
Chad Coauette, Executive Director/CEO

Date: 12/20/2022 | 3:22 PM CST



CONTRACT EXTENSION

Contract Number: #032119-JDC

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and John Deere Construction Retail Sales a Division of John Deere Shared Services, Inc., 1515 5th Ave., Moline, IL 61265 have entered into Contract #032119-JDC for the procurement of Heavy Construction Equipment with Related Accessories, Attachments and Supplies. The Contract has an expiration date of May 13, 2023, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of May 13, 2024. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

John Deere Construction Retail Sales a
Division of John Deere Shared Services, Inc.

DocuSigned by:
Jeremy Schwartz
By: COFD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 12/1/2022 | 1:47 PM CST

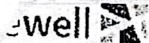
DocuSigned by:
Brooke (Forsberg) DeVol
By: 23E19C6B5FD143D...
Brooke (Forsberg) DeVol
Title: Contract Administrator
Date: 12/13/2022 | 2:23 PM PST

County of Riverside Purchasing and Fleet Services

Cooperative Procurement Checklist – “Piggyback”

Solicitation Title: Quote 1592052	Soliciting Agency: John Deere Shared Services, LLC RDO Equipment Co.
Description of Goods/Services: 2 Compact Track Loaders	Department(s) Requesting Goods/Services: Riverside County Regional ark and Open-Space District
PCS/Buyer Assigned: Jamie Garcia PCS / Lisa Rolland Buyer I	Estimated Contract Dollar Amount: \$152,296.50

Does the solicitation meet the following requirements?	Yes	No	Notes
Do we have the authority to bid for the goods or service?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Are the goods or services that are needed included in the scope of the awarded contract?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Yes, per section E Scope of work 3.17.1
Is the awarded contract still active, and will it be active for the needed timeframe?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Yes, contract valid through 5/13/2024
Was the solicitation released by a public agency or Co-Op established for this purpose?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Yes, Sourcewell
Was the solicitation conducted and awarded in a manner consistent with our purchasing policies and bidding requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Yes, it was competitively bid thought an RPF, all documents on hand.
Does the solicitation and/or awarded contract included language allowing other entities to “piggyback”?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Yes, this is a National Cooperative contract for municipal and public agencies.
If the solicitation and/or awarded contract does not contain language for “piggybacking”, can we obtain written authorization from the contractor to use the T&Cs and pricing of the contract?	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Do the terms of the awarded contract allow for pricing to be negotiated?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pricing for goods is standard discount of 32%
Timing: Do we have time to perform a full procurement process for the needed goods or services?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No, the department has an immediate need and due to existing multi agency contracts it is necessary to purchase immediately.
Restrictions: Do we have any statutory or funding restrictions (multiple awards, grant funding, preferences) that prohibit the use of the awarded contract?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No
Vendor Information: Is the vendor on the State or Federal debarment lists?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No
Backup Documentation: Have you collected copies of the solicitation, award documents, original agreement(s), and any additional amendments?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Yes



S & Mowers - 031121

040119

Tractors 122120

4500041718

7085-21673

Mississippi (CE Only) 8200056371

Mississippi 8200055841

L3560HSTC-LE WEB QUOTE #2638544

Date: 4/10/2023 12:20:32 PM

-- Customer Information --

SALAZAR, ALFREDO

RIVERSIDE COUNTY REGIONAL PARKS

ALSALAZAR@RIVCO.ORG

9519554310

Quote Provided By

Al's Kubota Tractor, Lawnmower, & Saw, Inc.

JEREMY HARNIT

687 North San Jacinto St.

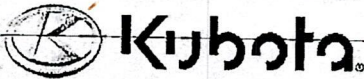
Hemet, CA 92543

email: JHARNIT@YAHOO.COM

phone: 9516589471

-- Standard Features --

-- Custom Options --



L Series

L3560HSTC-LE

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Kubota Common Rail Direct Injection

3 Cylinder Engine

EPA Tier 4 Compliant

SAE Gross HP: 37.0

Engine Net HP: 35.0

PTO HP: 28.0

Engine Model: D1803

Displacement: 111.4 Cu. In.

Charging Output 60 Amps

12V - 582 CCA

Dual Air Cleaner Element

EXHAUST EMISSION CONTROL TYPE

Diesel Particulate Filter

HYDRAULICS / HITCH / DRAWBAR

Open Center

Tandem Pump Gear Type

12.8 gpm Total Hyd. Flow

3-POINT HITCH & DRAWBAR

Cat I 3-Point Hitch

At Lift Point 3748 lbs.

24" Behind 2646 lbs

Position Control 3-Point Valve

POWER TAKE OFF

Live Independent with Hydraulic Clutch

Rear PTO - 1 Speed

SAE Std 1 3/8" Six Spline

540 rpm @ 2550 Eng. Rpm

Electric over Hydraulic PTO Switch

TRANSMISSION

Hydrostatic Drive - HST PLUS

Rear Differential Lock

3 Forward Ranges

3 Reverse Ranges

Wet Disc Brakes

FRONT AXLE

Hydrostatic Power Steering

Cast Iron with Bevel Gear 4WD

Tread Spacing - Nonadjustable

SELECTED TIRES

ALR8869A & ALR8855

FRONT - 10-16.5 R4 TITAN TRAC LOADER

REAR - 420/70-24 R4 FIRESTONE ALL TRACTION UTILITY

FLUID CAPACITY

Fuel Tank 13.5 gal.

Cooling System 7.9 qts.

Crankcase 7.1 qts.

Transmission and

Hydraulics 11.1 gal.

Front Axle 6.9 qts.

INSTRUMENTS

Tachometer/Hour meter

Digital Read for Speed, MPH, PTO

Speeds, Diagnostics Systems

and DPF System

Lighted Communications Symbols

Warning Symbols

HST Mode Selection

FEATURES

High Back Adj. Swivel Seat

w/Deluxe

Suspension w/Arm Rests

Illuminated Instrument Panel

Large, Flat Operator's Station

Tilt Steering

Wide, Anti-Slip Step

ISO Mounted Platform

Telescoping Lower Links

2 Tier Halogen Head Lights

4 Position Loader Valve

Steel Hood and Fenders

Cup Holder

Auto Throttle Advance

Hydro Dual Speed (H-DS)

HST Response Control

Throttle-Up Switch

Front Wiper w/Washer

Interior Light

AC/Heater with Internal/External

Ventilation

Speakers and Radio Pre-Wired

Hom

SAFETY EQUIPMENT

ROPS Certified Cab w/Retractable

Seat Belt

Flip-Up PTO Shield

Safety Start Switches

Turn Signals / Hazard Lights

Electric Key Shut Off

Parking Brake

SMV Sign

Rear View Mirror

L3560HSTC-LE Base Price: \$37,474.00

(1) TOP-N-TILT KIT L8388A-TOP-N-TILT KIT \$1,066.00

(1) BOLT ON CUTTING EDGE(73" w/11 Holes) TL1748-BOLT ON CUTTING EDGE(73" w/11 Holes) \$286.00

(1) REMOTE HYD CONTROL / E36 CAB L8396-REMOTE HYD CONTROL / E36 CAB \$717.00

(1) 2ND VALVE LEVER KIT L8393-2ND VALVE LEVER KIT \$387.00

(1) 3RD POSITION LEVER & STACKING KIT L8394-3RD POSITION LEVER & STACKING KIT \$387.00

(1) 3RD FUNCTION VALVE KIT L2265-3RD FUNCTION VALVEKIT \$1,130.00

(1) FRONT END LOADER L8805-FRONT END LOADER \$5,967.00

(1) 72" TWO-LEVER QUICK ATTACH 4-IN-1 BUCKET L2245-72" TWO-LEVER QUICK ATTACH 4-IN-1 BUCKET \$2,687.00

(3) DOUBLE ACTING VALVE L8308-DOUBLE ACTING VALVE \$882.00

Configured Price: \$50,983.00

Sourcwell Discount: (\$11,216.26)

SUBTOTAL: \$39,766.74

Dealer Assembly: \$1,395.17

Freight Cost: \$1,206.25

PDI: \$400.00

LAND PRIDE RCR1872 MOWER \$3,802.50

LAND PRIDE FM2572 \$8,356.50

8.75% SALES TAX \$4,308.79

Total Unit Price: \$59,235.95

Quantity Ordered: 1

Final Sales Price: \$59,235.95

Final pricing will be based upon pricing at the time of final delivery to Sourcwell members. Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

MAY 23 2023

13.2

*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Terms are subject to credit review.

Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: Kubota Tractor Corporation

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
8.N/8.27/31	Affirmative Action	Kubota operates under California Law where according to the State Constitution it is unlawful to require affirmative action	Sourcewell accepts

Proposer's Signature: *Alyson [Signature]* Date: 3/29/19

Sourcewell's clarification on exceptions listed above:





FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

**MEDIUM DUTY AND COMPACT CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS,
ACCESSORIES, AND SUPPLIES**

In compliance with the Request for Proposal (RFP) for [MEDIUM DUTY AND COMPACT CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS, ACCESSORIES, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

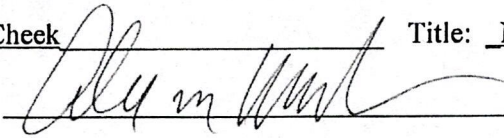
Company Name: Kubota Tractor Corporation Date: 3/29/2019

Company Address: 1000 Kubota Drive

City: Grapevine State: TX Zip: 76051

CAGE Code/DUNS: 06-207-4828

Contact Person: Jon Cheek Title: National Accounts Manager

Authorized Signature:  Alex Woods
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 040319-KBA

Proposer's full legal name: Kubota Tractor Corporation

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 31, 2019 and will expire on May 31, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:
Jeremy Schwartz
C0FD2A139D08489...
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coauette
7E4280F817A84CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on May 28, 2019

Sourcewell Contract # 040319-KBA

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Kubota Tractor Corporation

Authorized Signatory's Title VICE PRESIDENT

Alex M Woods
VENDOR AUTHORIZED SIGNATURE

Alex M Woods
(NAME PRINTED OR TYPED)

Executed on 5/30, 2019

Sourcewell Contract # 040319-KBA



Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Kubota Tractor Corporation

Address: 1000 Kubota Drive

City/State/Zip: Grapevine, TX 76051

Telephone Number: (817) 532-3875

E-mail Address: Jon.Cheek@Kubota.com

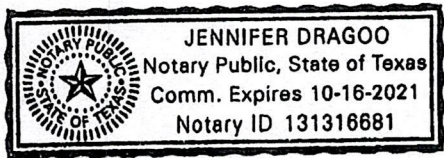
Authorized Signature: *Alex Woods*

Authorized Name (printed): Alex Woods

Title: Vice President, Sales Operations, Supply Chain and Parts

Date: 03/29/2019

Notarized



Subscribed and sworn to before me this 29th day of March, 2019

Notary Public in and for the County of Tarrant State of Texas

My commission expires: 10/16/2021

Signature: Jennifer Dragoo



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Kubota Tractor Corporation

Questionnaire completed by: Jon Cheek

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)? Net 45
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions? Yes
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

Dealers will provide quotes to the Sourcewell customers and process the orders. Kubota Tractor Corporation will assist in quotes where needed and also help process orders when needed. The dealers must enter a dealer code reflecting the Sourcewell account in order to be compensated for the sale. The entering of this code will identify the order as an Sourcewell order and allow the information to be pulled for reporting purposes.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process? No, we do not accept P-card payments.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - Do your warranties cover all products, parts, and labor?
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
 - What are your proposed exchange and return programs and policies?

Please see the Kubota Warranty Guide in the supporting documents under Form P.

- 6) Describe any service contract options for the items included in your proposal.
There are no service contract options available for this program but extended warranties are available (see Warranty Guide in Supporting Documents under Form P).

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

All Kubota products in the 2019 Full Line Brochure are available to Sourcewell members (please see 2019 Full Line Brochures in Supporting Documents under Form P).

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Kubota will offer a specific discount off of published list price based on each model and series. Please see Sourcewell Discount Structure file and Price Lists in the Supporting Documents under Form P.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Please see the Sourcewell Discount Structure file in the Supporting Documents under Form P.

- 10) The pricing offered in this proposal is

- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

None

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Most often, the Kubota dealer has already been in contact with the member and knows the requirements of the member which allows him to offer recommendations on the sourced items. The dealer will put that information on the quote. The member will then issue a purchase order which will include the non-Kubota product(s).

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.

In addition to equipment cost, there will be freight charges based on current freight rates, assembly fees, and pre-delivery inspection fees. Assembly fees can vary depending on how many accessories the equipment has and what kind. Pre-delivery inspection is a flat \$250 per unit. Please see Install Times and Freight Costs calculations in Supporting Documents under Form P

- 14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

Freight will be charged to the member. In the lower 48 States, freight is determined by an equalized freight rate chart by product model and series, and it is included in the quote up front so that the member has this information when making their purchasing decision.

- 15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Shipping costs to offshore locations are calculated by freight forwarding companies used by delivering dealers and included in the member quote in the beginning so that the member has the information at the time of making their purchasing decision.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

KTC has a National Distribution Center, 4 Division Warehouses, and 1100 plus dealers that are expected to carry on average 7 months' worth of inventory. KTC will, if needed, ship units from almost anywhere in the country to satisfy urgent orders at no additional cost to the membership.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

Kubota has multiple product groups that constantly review and audit pricing along with our digital marketing group that manages our electronic pricing database. In addition, the National Accounts group constantly reviews pricing for accuracy giving multiple layers of audit and review. The dealers cannot get paid for their sales using the Sourcewell program without submitting all of the information required to report accurately on the contract usage reports. This information is then downloaded to create our usage reports for the Sourcewell program.

- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Kubota proposes paying an administrative fee of 1.5% of total sales produced under this contract less freight, assembly fees and pre-delivery inspection fees on Kubota products only.

Industry-Specific Questions

- 19) Describe any industry-specific quality management system certifications obtained by your organization.

- ISO 9001

- 20) Describe any environmental management system certifications obtained by your organization.

The Kubota Group endeavors to strike a balance between attaining business growth and contributing to environmental conservation, and strives toward ongoing symbiotic development with society through eco-friendly corporate activities. The Group has set five basic categories for environmental conservation: "Tackling Climate Change," "Working towards a Recycling-based Society," "Conserving Water Resources," "Controlling Chemical Substances," and "Conserving Biodiversity." Based on these categories, we are committed to the conservation of the global environment through products, technologies and services that address social issues in the areas of food, water, and the living environment.

- ISO 14001
- US EPA certified engines

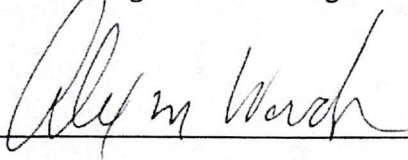
Below are some awards that Kubota has received for their environmental management:

- Highest-Rated "A-List Company" in "CDP Water*", a research concerning sustainable water management conducted in 2017
- Environmental Technology and Project Award presented by the Environmental Engineering Committee of the Japan Society of Civil Engineers
- Green Industry Award in 2017 from the Thai government
- 7 time BLUE PROPER award winner from the environment minister of the Indonesian government
- Kansai Eco-Office Encouragement Award and Certification of an Excellent Waste-reduction Building in Japan
- Gold Level LEED Certification, U.S. Corporate Head Quarters

21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Preventive maintenance is different for each type of equipment, business use of the equipment, and environment in which the equipment is used in. Each customer's preventive maintenance needs are different. We have many preventive maintenance plans that have been created between our dealers and customers that are designed to best meet the customer's needs. These preventive maintenance plans are executed by the delivering dealer ensuring the continuing relationship between the local dealer and the customer.

Signature: _____



Date: _____

3/29/19



CONTRACT EXTENSION

Contract Number: #040319-KBA

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Kubota Tractor Corporation, 1000 Kubota Dr., Grapevine, TX 76051 have entered into Contract #040319-KBA for the procurement of Medium Duty and Compact Construction Equipment with Related Attachments, Accessories and Supplies. The Contract has an expiration date of May 31, 2023, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of May 31, 2024. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Kubota Tractor Corporation

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 1/6/2023 | 3:31 PM CST

DocuSigned by:
Chris Peppers
By: 2C6FA9ACA54147E...
Chris Peppers
Title: Business Development Manager, Govt. Accounts
Date: 1/9/2023 | 7:49 AM PST

County of Riverside Purchasing and Fleet Services
Cooperative Procurement Checklist – “Piggyback”

Solicitation Title: Quote # 2638544	Soliciting Agency: Kubota Tractor Corporation Al's Kubota Tractor, Lawnmower & Saw Inc
Description of Goods/Services: Diesel Tractor	Department(s) Requesting Goods/Services: Riverside County Regional Park and Open-Space District
PCS/Buyer Assigned: Jamie Garcia PCS / Lisa Rolland Buyer I	Estimated Contract Dollar Amount: \$59,235.95

Does the solicitation meet the following requirements?	Yes	No	Notes
Do we have the authority to bid for the goods or service?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Are the goods or services that are needed included in the scope of the awarded contract?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Yes , per section E Scope of Work 3.17.1
Is the awarded contract still active, and will it be active for the needed timeframe?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Yes, Valid though May 30, 2024
Was the solicitation released by a public agency or Co-Op established for this purpose?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Yes, Sourcwell
Was the solicitation conducted and awarded in a manner consistent with our purchasing policies and bidding requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Yes, it was cometically bid though an RFP, all documents on hand.
Does the solicitation and/or awarded contract included language allowing other entities to “piggyback”?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Yes, this is a National Cooperative contract for municipal and public agencies.
If the solicitation and/or awarded contract does not contain language for “piggybacking”, can we obtain written authorization from the contractor to use the T&Cs and pricing of the contract?	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Do the terms of the awarded contract allow for pricing to be negotiated?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pricing for goods is a standard discount of 22%
Timing: Do we have time to perform a full procurement process for the needed goods or services?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No, the department has an immedate need and is necessary to purchase immediately.
Restrictions: Do we have any statutory or funding restrictions (multiple awards, grant funding, preferences) that prohibit the use of the awarded contract?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Grant funding allows use of procurment through Sourcwell.
Vendor Information: Is the vendor on the State or Federal debarment lists?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No
Backup Documentation: Have you collected copies of the solicitation, award documents, original agreement(s), and any additional amendments?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Yes



165053-01

March 1, 2023

RIVERSIDE COUNTY REGIONAL PARK & OPEN SPACE DISTRICT
ATTN FINANCE TEAM
4600 CRESTMORE ROAD
RIVERSIDE, California 92509-6858

Attention: ALFREDO SALAZAR

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Inc. Model: 259D3 Compact Track Loader including standard and optional equipment as listed below.

STOCK NUMBER: NS0019993 **SERIAL NUMBER:** 0CW925112 **YEAR:** 2023 **SMU:**

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Joe Schiefer
Machine Sales Representative

MAY 23 2023 13.2

One (1) New Caterpillar Inc. Model: 259D3 Compact Track Loader including standard and optional equipment as listed below.

STANDARD EQUIPMENT

POWERTRAIN -Cat C3.3B diesel engine --Gross horsepower per SAE J1349 -74.3 hp (55.4 kW) @ 2400 RPM --Electric fuel priming pump --Glow plugs starting aid --Liquid cooled, direct injection -Air cleaner, dual element, radial seal -S-O-S sampling valve, hydraulic oil -Filter, cartridge type, hydraulic -Filters, canister type, fuel -and water separator -Radiator / hydraulic oil -cooler (side-by-side) -Spring applied, hydraulically released, -parking brakes -Hydrostatic transmission

UNDERCARRIAGE -Suspension - independent torsion axle(4) -Two speed motor

HYDRAULICS -ISO or H pattern controls: -Electro/hydraulic implement control -Electro/hydraulic hydrostatic -transmission control -Speed sensor guarding -

ELECTRICAL -12 volt electrical system -80 ampere alternator -Ignition key start / stop / aux switch -Lights: --Gauge backlighting --Two rear tail lights --Dome light -Backup alarm -Electrical outlet, beacon -

OPERATOR ENVIRONMENT -Operator warning system indicators: --Air filter restriction --Alternator output --Armrest raised / operator out of seat --Engine coolant temperature --Engine oil pressure --Glow plug activation --Hydraulic filter restriction --Hydraulic oil temperature --Park brake engages --Engine emission system -Gauges: fuel level and hour meter -Storage compartment with netting -Ergonomic contoured armrest -Control interlock dystem, when operator -leaves seat or armrest raised: --Hydraulic system disables --Hydrostatic transmission disables --Parking brake engages -ROPS cab, open, tilt up -Anti-theft security system w/6-button -keypad -FOPS, Level I -Top and rear windows -Floormat -Interior rear view mirror -USB charging port -Horn -Hand (dial) throttle, electronic -

FRAMES -Lift linkage, vertical path -Chassis, one piece welded -Machine tie down points (6) -Belly pan cleanout -Support, lift arm -Rear bumper, welded

OTHER STANDARD EQUIPMENT -Engine enclosure - lockable -Extended life antifreeze (-37C, -34F) -Work tool coupler -Hydraulic oil level sight gauge -Radiator coolant level sight gauge -Radiator expansion bottle -Cat ToughGuard TM hose -Heavy duty flat faced quick disconnects -with integrated pressure release -Split D-ring to route work tool hoses -along side of left lift arm -Hydraulic demand cooling fan -Per SAE J818-2007 and EN 474-3:2006 and -ISO 14397-1:2007

MACHINE SPECIFICATIONS

259D3 COMPACT TRACK LOADER	512-4259	\$78,250.00
LANE 2 ORDER	0P-9002	\$0.00
PACK, DOMESTIC TRUCK	0P-0210	\$0.00
INSTRUCTIONS, ANSI, USA	512-3765	\$0.00
CAB PACKAGE, ULTRA	588-9122	\$16,150.00
REAR LIGHTS	356-6082	\$0.00
TRACK,RUBBER,400MM(15.7 IN)BAR	454-6049	\$925.00
RIDE CONTROL	512-3484	\$1,350.00
MOUNTING, FIRE EXTINGUISHER	563-7518	\$258.00
FILM, RIDE CONTROL, ANSI	422-3445	\$0.00
BATTERY,HD,DISCONNECT, 850 CCA	560-7824	\$163.00
SERIALIZED TECHNICAL MEDIA KIT	421-8926	\$0.00
SEAT BELT, 3"	542-6995	\$183.00
COUNTERWEIGHT,MACHINE,EXTERNAL	345-5148	\$1,325.00
PRODUCT LINK, CELLULAR PL641	573-8121	\$604.00
RUBBER BELT, 2 SPD, TF IDLERS	357-0240	\$1,320.00
DOOR, CAB, POLYCARBONATE	539-8616	\$275.00
CERTIFICATION ARR, P65	563-1163	\$0.00
SHIPPING/STORAGE PROTECTION	0P-2266	\$266.00
KIT, DEBRIS	471-7024	\$1,708.00
KIT, TURBO DEBRIS GUARD	601-9610	\$367.00

WARRANTY & COVERAGE

Standard Warranty: 24 MONTHS / 2,000 HOURS FULL MACHINE
Extended Coverage: 259-48 MO/3000 HR POWERTRAIN + HYDRAULICS + TECH (Tier 4)
CSA 36 MO / 1,500 HOURS PARTS ONLY (INCLUDES SOS) (QUINN CVA)

SOURCEWELL CONTRACT # 032119-CAT

List price	\$103,144.00
Sourcewell discount, 21%	-21,660.24
Balance	\$81,483.76
Extra items*	8,288.53
Warranty	1,319.83
Sub Total	91,092.12
Sale Price	\$91,092.12
Sales Tax, 8.75%	7,970.56
Total including tax	\$99,062.68

*Extra items
PDI
Delivery
CSA (parts for 36 mo/1500 hours of std service, incl SOS)

SELL PRICE	\$91,092.12
EXT WARRANTY	Included
CSA	Included
SALES TAX (7.75%)- Jurupa Valley	\$7,059.64
AFTER TAX BALANCE	\$98,151.76

OPTION-

- MULCHER, HM215 HF \$29,075.00 plus sales tax Yes No

Note: This machine has factory ship date of 4-19-23 Subject to availability, so if you want this machine, please sign and return asap, as machines shipping after July 1st will incur a 3% price increase.

Accepted by CHUCK WASHINGTON on 5/23/23
CHAIR, BOARD OF SUPERVISORS

Chuck Wolf
Signature

FORM APPROVED COUNTY COUNSEL
BY KRISTINE BELL-VALDEZ DATE

MAY 23 2023 13.2

ATTEST:
KIMBERLY A. RECTOR, Clerk
By Brenda Smith
DEPUTY

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: Caterpillar Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
8.11 / page 29	Assignment of Contract	Notwithstanding the Terms of Section 8.11, Caterpillar shall be permitted to subcontract certain of its duties to Cat dealers for performance. *	Sourcewell accepts
Section Q / page 32	Provisions for non-federal entity procurements under federal awards or other awards; airport improvement program provisions	Section Q shall be deleted in its entirety. However, Caterpillar Dealers will review individual transactions that may implicate certain provisions within section Q on a case by case basis as required. *	Sourcewell accepts

*Please see page 2 of this form for comments regarding this exception request.

Proposer's Signature: *Steve A. Redpath* Date: 3/13/19

Sourcewell's clarification on exceptions listed above:

LEGAL
HCP
Initials
May 3, 2019
Date

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Caterpillar Comments on Exception Requests:

Exception to 8.11

Because we rely on our dealer network to work closely with customers to execute the terms of this agreement, we want to clarify that we may subcontract these obligations to them. This is how we are operating today to the satisfaction of all involved and we intend for this strong, close, and effective relationship to continue.

Exception to Section Q

In many situations we will be willing to comply to these terms. However, it is impossible to provide a blanket acceptance as each transaction is unique. For example, the Buy American provision referenced in 8.43 will be acceptable for some products and not for others depending on the source of production. By looking at each transaction individually we can ensure careful consideration. It is our desire to earn this business and when we are able to comply we will honor the terms specific to the transaction.



FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for **HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES**, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Caterpillar Inc. Date: 3/6/19

Company Address: 100 NE Adams Street

City: Peoria State: IL Zip: 61629

CAGE Code/DUNS: 11083/944204924

Contact Person: Patty Redpath Title: Governmental Account Manager

Authorized Signature:  Patrick Kearns
(Name printed or typed)



FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-CAT

Proposer's full legal name: Caterpillar Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:
Jeremy Schwartz
C15P2A138D0648P
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coquette
7E42B8F817A84CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-CAT

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Caterpillar Inc.

Authorized Signatory's Title North America Industry Manager

Patrick Kearns
VENDOR AUTHORIZED SIGNATURE

Patrick Kearns
(NAME PRINTED OR TYPED)

Executed on May 10, 2019

Sourcewell Contract # 032119-CAT



Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Caterpillar Inc.

Address: 100 NE Adams Street

City/State/Zip: Peoria, IL 61629

Telephone Number: 309-675-1000

E-mail Address: Cat_Governmental@cat.com

Authorized Signature: *Patrick Keam*

Authorized Name (printed): Patrick Keam

Title: North America Industry Manager

Date: 3/6/19

Notarized



Subscribed and sworn to before me this 6th day of March, 2019

Notary Public in and for the County of Peoria State of Illinois

My commission expires: February 2, 2020

Signature: *Jody R. McKenzie*



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: _____ Caterpillar Inc. _____

Questionnaire completed by: _____ Patty Redpath _____

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?

Our dealers accept payment from members and their terms may vary. The most common term is net 30.

- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Yes. We offer both leasing and financing options to governmental members of Sourcewell at rates **lower** than available to the general public.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

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 dealer.
- 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment, and delivers the machine.
- 3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claim with Caterpillar.
- 4) At month end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administration 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 the Cat dealer directly.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members 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.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?

Yes. Caterpillar has the most extensive warranty coverage in the industry. We cover all products, parts, and labor with fewer exclusions than our competitors. Please see **Attachment D** for details.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

We do not impose usage restrictions. We are pleased to say that our warranties cover defects in material and workmanship for the time specified in the policy when the equipment is used as per design intent.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

The Caterpillar warranties cover the cost of replacement parts and the labor to install them, they do not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?

We have no restrictions on warranty repairs. One of our key differentiating strengths is our ability to service equipment regardless of where it is located.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

Warranty service for on machines ordered from a Caterpillar facility is generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.

- What are your proposed exchange and return programs and policies?

We warrant that upon delivery our products will be free from defects in material and workmanship and will operate as intended. If they are not, we will make any necessary corrections.

6) Describe any service contract options for the items included in your proposal.

We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available, and we encourage members and dealers to explore all options.

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 + Hydraulics

- c) Powertrain + Hydraulics + Technology
- d) Premier

A description of all these options is included in **Attachment E**.

Important note: The purchase price for these Extended Service Coverage plans is lower for governmental agencies than it is for private buyers.

2) Customer Service Agreements (CSAs)

A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs.

The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CSAs are a useful tool to manage expenses. Most CSAs are bundled at the time of purchase; however, they may be added at any time.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

We are offering the new machine and work tool product lines as set forth in this proposal. This includes nearly 200 machine choices and more than 200 types of work tools.

In addition to new machines and work tools, we are happy to offer members access to rental machines, used machines, parts, service, extended service coverage plans, CSAs, products from Cat Safety Services, sourced goods, and open market items.

We understand that each member's needs will vary, and we are proud to supply a complete solution from the industry's largest product line.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Our pricing model is simple. We offer a deep discount off the current machine and work tool list prices to all Sourcewell members.

We have provided base machine pricing in **Attachment F**. However, for execution of the agreement we will ask our dealers and Sourcewell members to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the agreed upon stated minimum discount to that configured List Price amount. Dealers and members should remember to factor in any expected price increases if a machine will be built to order.

Attachment G shows the discount offered for each new machine.

Additionally, we are pleased to offer a discount of 15% off all products and consulting services under the Cat Safety Services Umbrella; and 5% off our Technology Enabled Safety Solutions.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Our discount range varies between 3% and 30%. It's important to note that discount comparisons between different machines cannot be considered an apple-to-apples comparison. Caterpillar product managers have broad leeway in product pricing, and there are some significant variations on pricing strategy. For example, a discount of 10% on Product A, may be equivalent to a 20% discount on Product B. The discounts offered to Sourcewell members are better than what is widely available to non-member/private purchasers.

- 10) The pricing offered in this proposal is

- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ **X** c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

Our dealers are empowered to consider purchase order volume, repeat purchases, member responsiveness, etc. They may offer members additional discounts and/or services at their discretion.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Sourced goods / Open Market Items are available to members from our Cat dealers. The prices for these goods or services will represent fair market value and will be determined between the member and the selling dealer. We encourage our dealers and members to use this option as it facilitates complimentary products and streamlines the procurement process.

Customers and dealers are responsible for including their Sourcewell 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 the quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and/or invoice shall be deemed sufficient.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size, others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any additional costs will be itemized separately and are not subject to the Sourcewell discount.

- 14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

There is no additional cost to members who choose to pick up their machine from the Cat dealer. Dealers may charge fees for delivery to the member's location.

- 15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the member's location.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Machines are large purchases and if there are unique member requirements our dealers will be happy to discuss on a case by case basis.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

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 is working well.

- 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.
- To ensure new machine 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.
- After month end, we gather the new machine and work tool sales data attributed to Sourcewell and aggregate it for our reporting.
- 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.

- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

We would be pleased to offer an administration fee of 0.50% of net dealer revenue on the sales of new machines and work tools. Caterpillar will pay this fee and will not ask members or dealers to bear any additional burden.

Industry-Specific Questions

- 19) Describe any industry-specific quality management system certifications obtained by your organization.

Throughout the history of Caterpillar, we've produced reliable, durable products our customers have been able to count on for many years...if not decades. This reliability and durability is foundational to our brand. We measure ourselves on both defects and durability. Defects are issues that prevent a machine or any part of it from performing as intended within the first year of service. Durability is defined as the actual achieved life of a machine or component. We pride ourselves on leading the industry.

Specifically, as it relates to this question, the below list shows our current quality certificates:

- 03 - Thin Film Coating Center, Mossville (IL), USA - CQMS / ISO9001:2015 Certificate (Exp date: 09-Mar-2019)
- 05 - Caterpillar Global Machine Development - Peoria Proving Ground, Peoria (IL), USA - ISO17025:2005 (Expiry date 31-Jan-2021)
- 06 - Caterpillar Inc., Cast Metals Organisation, Mapleton (IL), USA - ISO9001:2015 (Expiry date 24-Apr-2021)
- 08 - Caterpillar Inc., - SOS Services Laboratory (Main Multi-site), Peoria, IL, USA - ISO9001:2015 (Expiry date 29-Nov-2020)
- 12 - Caterpillar Inc. - Matl Handling & Underground Div. (Aurora), Montgomery IL, USA ISO9001:2015 Certificate. (Exp: 23-Feb-2020)
- 13 - Caterpillar Inc.- Construction and Mining Equipment (HQ), Decatur (IL), USA - ISO9001:2015 Certificate. (Exp date: 26-Oct-2021)
- 16 - Caterpillar Inc. - East Peoria (Multi-Site - TTT), Tractor Drive, East Peoria (IL), USA - ISO9001:2015 Certificate (Exp: 30-Nov-2019)
- 28 - Caterpillar Brasil Limited, Campo Largo, Brasil - ISO9001:2015 (Exp date: 23-Jul-2020)
- 28 - Caterpillar Brasil Ltda., Piracicaba, Brasil - ISO9001:2015 Certificate (Exp date: 19-Mar-2021)
- 29 - Caterpillar Engine Systems Inc. (HQ), Pontiac (IL), USA - ISO9001:2015 Certificate (Exp date: 06-Aug-2019)
- 40 - Caterpillar Engine Systems Inc., Mossville (IL), USA - ISO9001:2015 Certificate (Exp date: 06-Aug-2019)
- 40 - Caterpillar Inc., Industrial Power Systems Division, Mossville (IL), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
- 40 - Caterpillar Inc., Industrial Power Systems Division, San Antonio (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
- 40 - Caterpillar Inc., Industrial Power Systems Division, Schertz (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
- 41 - Caterpillar Powertrain & Hydraulics - Systems Development, Mossville (IL), USA - ISO17025:2005 (Expiry date 31-Dec-2019)
- 41 - Global Engine Development - North America, Mossville, IL 61552, USA - ISO17025:2005 (Exp Date: 31-Aug-2019)
- 68 - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Corinth (MS), USA ISO9001:2015 Certificate (Expiry date 19-Jun-2020)
- 68 - Caterpillar Inc. Remanufacturing Services (HQ), Corinth, MS 38834, USA, ISO 9001:2015 (Exp Date: 19-Jun-2020)
- 7P - Perkins Motores Do Brasil LTDA, Curitiba, BRASIL - CQMS:2015 / ISO9001:2015 Certificate (Expiry date 05-Oct-2020)
- 88 - Caterpillar Inc. Lafayette Engine Center, Lafayette (IN), USA - ISO9001:2015 Certificate (Expiry date 04-Feb-2021)
- 89 - Caterpillar Mexico S.A. de C.V. (Monterrey), Nuevo Leon, Mexico 66350 - CQMS:2015/ISO 9001:2015 Certificate (Exp: 12-Jul-2019)
- 92 - Caterpillar Midwest Logistics Center (Champaign), Illinois - ISO 9001:2008 (Exp Date: 29-Jan-2018)
- CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (FINSA 1), Mexico - ISO 9001:2015 (Exp: 19-Jun-2020)
- CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (FINSA 3), Mexico ISO9001:2015 Certificate (Exp: 19-Jun-2020)
- CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (ORADEL), Mexico ISO9001:2015 Certificate (Exp. 19-Jun-2020)
- CP - Caterpillar Global Machine Development - Tucson Proving Ground, Tucson (AZ), USA ISO17025:2005 (Expiry date 31-Jan-2020)
- DQ - Caterpillar Inc. Building Construction Products Division, Clayton (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
- FJ - Anchor Coupling (Menominee), Menominee (MI), USA ISO9001:2015 (Expiry date 22-Jan-2021)
- HL - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Prentiss (Boonville - MS), USA ISO9001:2015 Certificate (Exp. 19-Jun-2020)
- HP - Caterpillar Dyersburg, Tennessee - ISO9001:2008 Certificate. (Expiry date 14-Sep-2018)
- HZ - Caterpillar Inc., Industrial Power Systems Division, Sequin (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
- JA - Caterpillar Inc. Building Construction Products Division, Sanford (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
- JL - Caterpillar Inc. - Precision Pin Products Group, Sumter (SC), USA - ISO9001:2015 (Expiry date 22-Oct-2018)
- JQ - Caterpillar Inc. Building Construction Products Division, Athens (GA), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
- LE - Caterpillar Inc., Griffin Generators, Griffin (GA), USA - ISO9001:2015 Certificate. (Expiry date 03-Mar-2021)
- LS - All Caterpillar Newberry LLC Facilities - DNV ISO 9001:2008 (Exp Date: 15-Sep-2018)
- M5 - Caterpillar Inc. Building Construction Products Division (HQ), Cary (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
- MC - Caterpillar Inc. Building Construction Products Division, Torreon, MEXICO - ISO9001:2015 (Expiry date 06-Jul-2021)
- N4 - Advanced Components and Technologies, Mossville (IL), USA - ISO 9001:2015 Certificate (Exp Date: 24-May-2019)
- PE - Caterpillar Inc. (Remanufacturing Site Specific Certificate), West Fargo (ND), USA ISO9001:2015 Certificate (Exp: 19-Jun-2020)
- PV - Perkins Shibaura Engines LLC, Griffin (GA), US ISO9001:2015 (Expiry date 31-Jan-2020)
- QR - Caterpillar Global Mining - Houston PA - ISO 9001:2008 (Exp Date 15-Sep-2018)
- R8 - Caterpillar Inc. / Paving Products / Minneapolis, (MN), USA - ISO 9001:2015 Certificate (Exp Date: 27-Nov-2020)
- T3 - Solar Turbines Europe S.A. – Oil and Gas, Avenue de Finlande, Braine L’Alleud, Belgium - ISO 9001:2015 Certificate (Exp. 22-Sep-2020)
- T3 - Solar Turbines Inc. (Packaging Systems Operations), San Diego (CA), USA - ISO9001:2015 (Expiry date 22-Sep-2020)
- T3 - Solar Turbines Inc. (Power Generation), San Diego (CA), USA - ISO9001:2015 (Expiry date 22-Sep-2020)
- T3 - Solar Turbines Inc. - Oil and Gas, 10203 Sam Houston Park Drive, Houston TX, USA - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
- T3 - Solar Turbines Inc. - Oil and Gas, 9250 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
- T3 - Solar Turbines Inc. - Oil and Gas, 9280 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
- T3 - Solar Turbines Inc. - Oil and Gas, 9330 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
- T3 - Solar Turbines Inc. - Pkg Systems Operations (HQ), 4200 Ruffin Road, San Diego CA, USA - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
- T3 - Solar Turbines Inc. - Pkg Systems Operations, Teran-Teran 20120 Int., Tijuana (BC), Mexico - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
- T3 - Solar Turbines Inc. - Power Generation, 4180 Ruffin Road, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp : 22-Sep-2020)
- T3 - Solar Turbines Inc. - Turbofab, DeZavala Road, Channelview (TX), USA - ISO9001:2015 Certificate (Expiry date 23-July-2021)
- T3 - Solar Turbines Inc., - Construction Services, Houston (TX), USA - ISO9001:2015 Certificate (Exp Date: 07-Jul-2021)
- T3 - Solar Turbines Inc., - Desoto Overhaul Operations, Desoto (TX), USA - ISO9001:2015 Certificate (Expiry date 24-Aug-2021)
- T3 - Solar Turbines Inc., Turbomachinery Prod, W Seattle Street, Broken Arrow OK, USA - ISO9001:2015 Certificate (Exp 03-May-2021)
- T3 - Solar Turbines Inc., Turbomachinery Prod - Gas Compressors, Ruffin Road, San Diego (CA), USA - ISO9001:2015 Cert. (Exp 03-May-2021)
- T3 - Solar Turbines Inc., Turbomachinery Prod - Gas Compressors, Sky Park Ct, San Diego (CA), USA - ISO9001:2015 Cert (Exp 03-May-2021)
- T3 - Solar Turbines Inc., Turbomachinery Prod - Gear Systems / Superior Gear, Gardena (CA), USA - ISO9001:2015 Cert (Exp 03-May-2021)
- T3 - Solar Turbines Inc., Turbomachinery Prod - Turbotec Bldg 1, Chilpancingo, Tijuana, B.C. Mexico - ISO9001:2015 Cert (Exp 03-May-2021)

T3 - Solar Turbines Inc., Turbomachinery Prod - Turbotec Bldg 2, Ciudad Ind Otay, Tijuana, B.C. Mexico - ISO9001:2015 Cert (Exp 03-May-2021)
 T3 - Solar Turbines Incorporated, Mabank (TX), USA - ISO9001:2015 Certificate (Expiry date 04-Aug-2021)
 T3 - Solar Turbines Switzerland Sagl, 6595 Riazzino, Switzerland - ISO9001:2015 Certificate (Expiry date 08-May-2018)
 UD - Denison, TX -Caterpillar Global Mining LLC-ISO 9001:2008 (Exp Date: 03-Aug-2020)
 UH - Caterpillar Acuna - Construction and Mining Equipment, Ciudad Acuna, Coahuila, Mexico - ISO9001:2015 Certificate. (Exp: 26-Oct-2021)
 UH - Caterpillar Inc. - Acuna, Coahuila, MEXICO - ISO9001:2015 Certificate (Expiry date 26-Oct-2018)
 UJ - Caterpillar - North Little Rock, North Little Rock (AR), USA - CQMS:2015 / ISO 9001:2015 Certificate (Exp Date: 05-Jun-2019)
 XO - Anchor Coupling (Goldsboro), Goldsboro (NC), USA - ISO 9001:2015 (Exp date: 20-Dec-2018)
 XY - Caterpillar Reynosa S.A. de C.V., Reynosa, Tamaulipas, Mexico - ISO9001:2015 Certificate (Exp date: 03-Oct-2020)
 YP - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Franklin (IN), USA ISO9001:2015 Certificate (Expiry date 19-Jun-2020)
 YV - Caterpillar Surface Mining and Technology, South Milwaukee (WI), USA - ISO9001:2015 (Expiry date 04-Jun-2021)
 ZZ - Caterpillar Inc. - Advanced Components Manufacturing (Hydraulic Cylinders), Sumter (SC), USA - ISO9001:2015 Cert (Exp: 28-Mar-2020)

20) Describe any environmental management system certifications obtained by your organization.

We described our "green initiatives" more completely in Form A, Question 29. To be specific regarding ISO standards, we are listing here the plants that are certified to ISO 14001:2004 Environmental Management System:

Plants certified with ISO 14001:2004 Environmental Management System

Anchor Coupling - Goldsboro, NC - ISO 14001:2004 - Sept 2018
 Anchor Coupling - Menominee - ISO 14001:2015 - Jan. 2021
 Gen Sets - Newberry - ISO 14001:2004 - Nov. 2017
 Mapleton - 14001:2004 self-certification - issued January 2013
 Reman Services - Corinth, MS - ISO 14001:2015 - Sept. 2021
 Reman Services - Franklin - ISO 14001:2004 - May 2017

21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Caterpillar understands the value to the customer of a well-defined preventive maintenance plan. Each machine we sell has very clear and detailed instructions for routine maintenance. We find that some customers prefer to do the maintenance themselves, others want our dealers to track and perform the service.

For customers who retain maintenance responsibilities, we have several tools available to facilitate that. As an example, My.Cat.Com makes it easy for customers to access critical information about their fleet.

STARTER CONNECTIVITY: If the customer purchases a machine with a factory-installed Product Link device, the customer will receive Cat Daily connectivity at no cost (for seven years on Building Construction Products machines; 12 years on Global Construction & Infrastructure machines). Cat Daily provides basic information once per day via My.Cat.Com or via a mobile app as described below.

My.Cat.Com users have access to:

- Equipment location
- Hours
- Diagnostic and operational events
- Fuel burn
- Dealer work orders
- Parts lists and Preventive Maintenance Checklists
- Parts ordering
- Safety service letters
- Rental documentation
- Warranty information

- Operation and maintenance manuals
- Preventive maintenance alerts and scheduling
- Cat Inspect outcomes
- S-O-S fluid analysis results

A subset of this information is also available in the Cat App: Fleet Management (IOS and Android).

In some situations, information available through My.Cat.Com provides an agency with sufficient data. But sometimes the equipment manager/public works director wants a more comprehensive view of their assets and/or the ability to manage an entire fleet. To meet that need, Caterpillar offers VisionLink—a powerful, flexible platform with enhanced capabilities, like customizable reports and notifications, that makes it easier to optimize productivity, manage assets and reduce costs.

ADVANCED CONNECTIVITY TRIAL: For any construction machine with a Product Link device, the customer will receive a six-month complimentary VisionLink Essentials trial. After the trial period ends, customers may elect to continue access at several different levels:

- **VisionLink Daily** – offers convenient, affordable, once-a-day telematics information. Ideal for customers who only need once-per-day reporting
- **VisionLink Basic** – provides basic asset management features including hour and location monitoring as well as geographic fencing and maintenance management. Recommended for machines that only report hours, where data updates and related features are needed more frequently than once per day.
- **VisionLink Essentials** – includes all the features of Basic plus health, utilization, and productivity features with frequent data updates. Ideal for customers needing up-to-date information about site operations, productivity, asset location, and operator performance, as well as timely notification of issues as they occur.

Another free app we offer is designed to help customers focus on safety and preventive maintenance. The “Cat Inspect” app offers multiple features geared to make regular machine inspections simple and useful.

- **Daily Walkaround** inspections are designed primarily for operators who are guided where to look on their particular machine and allows them to document and report any abnormalities.
- **Preventive Maintenance** inspections are more in-depth and are designed for customer or dealer technicians to inspect components for signs of wear and to ensure that all recommended preventive maintenance procedures are completed and recorded.
- **Technical Analysis** inspections are the most in-depth and are normally used once per year or when a machine is at the end of a customer’s ownership period.

This app includes the ability to take pictures, make notes and complete and share inspections electronically. Inspection reports are also integrated into both My.Cat.Com and VisionLink, providing visibility to overall fleet health.

For customers who intend to rely on dealers for maintenance, they can schedule the work themselves as needed, or we propose a variety of CSAs (Customer Support Agreements). These are completely customizable, but we offer starting points for several levels with corresponding price points which vary by product.

- Customer performed preventative maintenance – the Cat dealer will provide the necessary parts per the maintenance schedule; the customer will do the work.

- Dealer performed preventative maintenance – the Cat dealer will handle basic preventative maintenance for any machine or group of machines to help keep scheduled downtime to a minimum.
- Component maintenance and repair agreement – the Cat dealer will take care of maintaining and servicing systems such as engines, transmissions, etc. to extend service resources and equipment life.
- Total maintenance and repair agreement – the Cat dealer covers service and maintenance for any one piece of equipment or the entire fleet. This agreement can include guaranteed availability and uptime.

Signature: *John A. Redpath* Date: 3/13/19



**AMENDMENT #1
TO
CONTRACT #032119-CAT**

THIS AMENDMENT is by and between **Sourcewell** and **Caterpillar Inc.** (Vendor).

Sourcewell awarded a contract to Vendor for Heavy Construction Equipment with Related Accessories, Attachments, and Supplies effective May 13, 2019, through May 13, 2023 (Contract). Vendor implemented changes to its dealer reporting system and now wishes to modify the Contract to accurately report Administrative Fee payment calculations.

The parties wish to amend the following terms within the Contract:

1. This Amendment is effective upon the date of the last signature below.
2. Any Contract term related to calculation of Administrative Fee that is paid to Sourcewell is deleted and replaced with the following:

“Vendor will pay to Sourcewell an Administration Fee calculated at 0.33% of Caterpillar’s MSRP for each piece of equipment purchased by Sourcewell’s Participating Entities. Caterpillar will pay the Administration Fee to Sourcewell on a quarterly basis.”

Except as amended above, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
 By: Jeremy Schwartz
 Jeremy Schwartz, Chief Procurement Officer

Date: 7/12/2021 | 7:35 PM CDT

Approved:

DocuSigned by:
 By: Chad Coquette
 Chad Coquette, Executive Director/CEO

Date: 7/12/2021 | 8:38 PM CDT

Caterpillar Inc.

DocuSigned by:
 By: Dawn Zink
 Dawn Zink

Title: Caterpillar Governmental Marketing Manager

Date: 7/12/2021 | 3:32 PM CDT

Letter of Agreement To Extend the Contract

Between

Caterpillar Inc.
100 NE Adams St.
Peoria, IL 61629

And

Sourcewell
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

The Vendor and Sourcewell have entered into an Agreement (Contract #032119-CAT) for the procurement of Heavy Construction Equipment with Related Accessories, Attachments and Supplies. This Agreement has an expiration date of May 13, 2023, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcewell and Sourcewell's members. The Vendor and Sourcewell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on May 14, 2024. All other terms and conditions of the Agreement remain in force.

SOL DocuSigned by:

Jeremy Schwartz
By: C0FD2A139D06489...

Its: **Director of Operations & Procurement/CPO**

Name printed or typed: **Jeremy Schwartz**

Date 10/17/2022 | 12:33 PM CDT

Cate DocuSigned by:

Patrick Kearns
By: 68A87926721B4E0...

Its: Vice President Sales & Marketing - North

Name printed or typed: Patrick Kearns

Date 10/19/2022 | 7:56 AM PDT

County of Riverside Purchasing and Fleet Services

Cooperative Procurement Checklist – “Piggyback”

Solicitation Title: Quote 165053-01	Soliciting Agency: Quinn Cat
Description of Goods/Services: Compact Track Loader	Department(s) Requesting Goods/Services: Riverside County Regional Park and Open-Space District
PCS/Buyer Assigned: Jamie Garcia PCS / Lisa Rolland Buyer I	Estimated Contract Dollar Amount: \$129,480.08

Does the solicitation meet the following requirements?	Yes	No	Notes
Do we have the authority to bid for the goods or service?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Are the goods or services that are needed included in the scope of the awarded contract?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Yes per section E Scope of work 3.17.1
Is the awarded contract still active, and will it be active for the needed timeframe?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Yes, Valid through May 13, 2023
Was the solicitation released by a public agency or Co-Op established for this purpose?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Yes, Sourcewell
Was the solicitation conducted and awarded in a manner consistent with our purchasing policies and bidding requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Yes, it was competitively bid through an RFP, all documents on hand
Does the solicitation and/or awarded contract included language allowing other entities to “piggyback”?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Yes, this is a National Cooperative contract for municipal and public agencies
If the solicitation and/or awarded contract does not contain language for “piggybacking”, can we obtain written authorization from the contractor to use the T&Cs and pricing of the contract?	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Do the terms of the awarded contract allow for pricing to be negotiated?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pricing for goods is a standard discount of 21%
Timing: Do we have time to perform a full procurement process for the needed goods or services?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No, the department has an immediate need and is necessary to purchase immediately.
Restrictions: Do we have any statutory or funding restrictions (multiple awards, grant funding, preferences) that prohibit the use of the awarded contract?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No
Vendor Information: Is the vendor on the State or Federal debarment lists?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No
Backup Documentation: Have you collected copies of the solicitation, award documents, original agreement(s), and any additional amendments?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Yes