

**Form C**

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



Company Name: Caterpillar Inc.

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

| Section/page | Term, Condition, or Specification                     | Exception   | NJPA ACCEPTS |
|--------------|---|---|--------------|
| 7.5/28       | Performance Bond                                      | Delete 7.5  | Not Accepted |
| 7.9/29       | Hub Partner   | Propose to add "Caterpillar will agree to work with a proposed Hub Partner only after fully complying with all of Caterpillar's internal compliance requirements. To the extent Caterpillar perceives compliance risk related to working with a proposed Hub Partner, Caterpillar may, in its sole discretion, decline to work with such Hub Partner without breaching the Contract in any regard." | NJPA Accepts |
| 8.4/31       | Governing Law with respect to delivery and acceptance | Delete "and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws"   | Not Accepted |
| 8.11/31      | 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.  | NJPA Accepts |
| 8.22/33      | Licenses  | Following "distribute" we propose to add ", either directly to indirectly,"   | NJPA Accepts |
|              |   |   |              |
|              |   |   |              |
|              |   |   |              |

Proposer's Signature: [Handwritten Signature]

Date: 30 MAR 15



Contract Award  
RFP 032515 #

**FORM D**



**Formal Offering of Proposal**  
(To be completed Only by 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 I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Caterpillar Inc.

Date: 18 MAR 15

Company Address: 100 NE Adams Street

City: Peoria State: IL. Zip: 61629

Contact Person: Mike Hynes Title: Governmental Account Manager

Authorized Signature (ink only):  Mike Hynes\_ (Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 032515 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

Caterpillar, Inc  
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be May 19<sup>th</sup>, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)  
NJPA Authorized signature: [Signature]  
NJPA Executive Director

Dr. Chad Coquette  
(Name printed or typed)

Awarded this 19<sup>th</sup> day of May, 20 15 NJPA Contract Number 032515-CAT

NJPA Authorized signature: [Signature]  
NJPA Board Member

Scott Veronen  
(Name printed or typed)

Executed this 19<sup>th</sup> day of May, 20 15 NJPA Contract Number 032515-CAT

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name CATERPILLAR INC.

Vendor Authorized signature: [Signature]

MIKE HYNES  
(Name printed or typed)

Title: GOVERNMENTAL ACCOUNT MANAGER

Executed this 20<sup>th</sup> day of May, 20 15 NJPA Contract Number 032515-CAT

**PROPOSER ASSURANCE OF COMPLIANCE**



**Proposal Affidavit Signature Page**

**PROPOSER'S AFFIDAVIT**

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any equipment/products and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract; and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition of the Contract sought for by this RFP; and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract; and
4. Neither the Proposer nor any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985; and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal; and
6. If awarded a contract, the Proposer will provide the equipment/products and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation; and
7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and
8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed; and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP; and
10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders; and
11. The Proposer understands that submitted proposals which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "nonpublic" **will not** be accepted by NJPA. Pursuant to Minnesota Statute §13.37 only specific parts of the proposal may be labeled a "trade secret." All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors' proposals become public information.
12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal.
13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

**[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.

Contact Person for Questions: Mike Hynes

(Must be individual who is responsible for filling out this Proposer's Response form)

Address: 100 NE Adams Street

City/State/Zip: Peoria, IL 61629

Telephone Number: (309) 494-1908 Fax Number: (309) 675-6493

E-mail Address: LEVAR\_GARY\_D@cat.com

Authorized Signature: *Gary D. LeVar*

Authorized Name (typed): Gary LeVar

Title: Industry Region Manager

Date: 19Mar2015

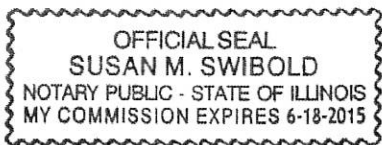
**Notarized**

Subscribed and sworn to before me this 19th day of March, 2015

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

My commission expires: 6-18-2015

Signature: *Susan M. Swibold*





**PROPOSER QUESTIONNAIRE**

**Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific**

Proposer Name: Caterpillar Inc

Questionnaire completed by: Mike Hynes

**PAYMENT TERMS AND FINANCING OPTIONS**

**1) Identify your payment terms if applicable. (Net 30, etc.)**

For equipment financed through Cat Financial, payment will be due on the agreed upon due date. A late charge will be applied for any payments that would fall beyond a 10-day grace period. Any other payment provisions will be agreed to between the customer and supporting Cat Dealer or any other financial institutions where terms are sought and facilitated.

**2) Identify any applicable leasing or other financing options as defined herein.**

For equipment financed through Caterpillar Financial, the customer can choose either a lease purchase or operating lease. Customers have the option to choose the repayment frequency, term, or skip payments, if needed. Caterpillar Financial also offers Lines of Credit for parts & service work and work tool purchases at Caterpillar Dealerships. Equipment Protection Plans and/or Physical Damage Insurance coverages are offered through Caterpillar Financial and can be added to the customers financed amount. Caterpillar Financial also offers financing for ancillary equipment that supports the purchase of Caterpillar Equipment and equipment debt refinancing for customers.

**3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).**

Our dealers have been developing and maintaining customer relationships at the local level for more than 90 years and it is our intent to continue to support this successful model for the benefit of our customers. It will be the local Cat Dealer that will quote, deliver, and support the products in this proposal per the terms that have been outlined. In addition to the preferred NJPA member discounts that are being offered, we are pleased to assure NJPA members that their transactions will be handled in the same professional and customer-focused manner that our dealers would afford any other governmental or private customer.

**a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will the Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?**

As mentioned above, we are extremely proud that our dealer network will handle the transactions for the agencies using the NJPA contract. This proven model will offer the best experience to our valued customers. Dealers will accept the PO, discuss transportation options, training needs, support options and all other aspects that are important to a successful transaction. A list of our dealers is on our website: [www.cat.com](http://www.cat.com). And/or a dealer can be verified simply through contact with the contract manager.

**4) Do you accept the P-card procurement and payment process?**

Our independent dealers are located in different states and provinces. Availability of, and acceptance of, a P-card system varies by local/state law. When applicable most dealers accept P-cards for relatively small purchases, such as for parts, and or labor. Some, but certainly not all of our dealers in the US and Canada, will accept a p-card type of payment for the purchase of a machine.

**WARRANTY**

**5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.**

Caterpillar offers the industry's best warranty coverage. Caterpillar warranty is administered by the Caterpillar Dealers, the organization that knows the customer best, and the folks who are best positioned to see that the customer receives outstanding service for their warranty repairs. With an outstanding reputation for fairness, regardless of warranty limits, with the backing from the world leading manufacturer of construction equipment, the customer has every reason to feel secure in the value of their purchase.

Please refer to Section W, Caterpillar Warranties,  
SELF5568 -01: Rubber Track Used on Multi Terrain Loaders, Compact Track Loaders, and Mini Hydraulic Excavators,  
SELF5569-01: Caterpillar Work Tools,  
SELF5593-01; Landfill Compactor Plus Tips, StepTips, Penetrax Tips, and Paddle Tips,  
SELF5614; Vocational On-Highway Trucks,  
SELF5616; Vocational On-Highway Truck Glider Kit, and  
SELF5622; For Selected Machine Models Designated by Caterpillar With 12 Month/Unlimited Hour Warranty.

Warranted claims will be presented by the customer to the supporting Cat Dealer and will be administered at the local level. The supporting Cat Dealer will then file a claim with Caterpillar to be reimbursed for all warranted services rendered to the customer.

**6) Do all warranties cover all products/equipment parts and labor?**

Caterpillar products are premium products. Caterpillar understands that when a customer buys a Caterpillar machine they have deservedly high expectations for that product to perform. When the inevitable problem rears its ugly head, Caterpillar assures their customers that the problem will be handled to the customer's satisfaction. Caterpillar's Standard Warranty covers both parts and labor. Additional warranties with specific terms can be quoted and agreed to by the customer. Depending on the agreed upon terms, parts, and or labor may or may not be covered.

**7) Do warranties impose usage limit restrictions?**

The standard warranty that applies to most of the machines in this contract offers no limitations when used as intended. Obviously accidents and misuse are not covered. Some warranties have hour or mile limitations; such as Rubber Track Used on Multi Terrain Loaders, Compact Track Loaders, and Mini Hydraulic Excavators, SELF5568-01 and US Federal Regulatory Emission Warranty, SELF9009.

**8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?**



Caterpillar takes its warranty obligations very seriously. Our customers often work in remote areas that require us to charge for travel time and mileage for certain warranty repairs. Optionally the customer can present his machine at the dealers local repair shop and avoid an additional charge from the dealer for necessary travel time and mileage. Dealers also take great care to minimize the cost of travel time and mileage by combining service calls, or "right sizing" the service vehicles so a customer isn't always required to pay for an oversized truck to travel to their worksite. They often also frequently position service technicians remotely to allow them to respond to the customers service needs in a timely manner. Caterpillar's Standard Warranty for machine product does not cover the technicians travel time to the customer's site.

**9) Please list any other limitations or circumstances that would not be covered under your warranty.**

Caterpillar recognizes that customers' needs vary depending on the machine. Because of that we know that a variety of warranties is better for our customers, therefore we have several different warranties designed to meet customer's needs. Various limitations are provided on the individual warranty statements. Please refer to Section W, Caterpillar Warranties, SELF5458 – Rubber Track Used on Multi Terrain Loaders, Compact Track Loaders, and Mini Hydraulic Excavators, SELF5453 – Caterpillar Work Tools, SELF5461 – New, Classic Parts, and Remanufactured Parts and Assembled Components, Cat Reman engines (for Cat Machines), and Attachments Not Installed Prior to Delivery, SELF5511 – For Selected Machine Models designated by Caterpillar With 12 Month / Unlimited Hour Warranty.

**10) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?**

Caterpillar does not limit locations in North America that are eligible for warranty service. All regions as they pertain to this proposal are covered for all warranty repairs.

**EQUIPMENT/PRODUCT/SERVICES, PRICING, AND DELIVERY**

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

For 90 years, Caterpillar Inc. has been making sustainable progress possible and driving positive change on every continent. Customers turn to Caterpillar to help them develop infrastructure, energy and natural resource assets. With 2014 sales and revenues of \$55.184 billion, Caterpillar is the world's leading manufacturer of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. The company principally operates through its three product segments - Construction Industries, Resource Industries and Energy & Transportation - and also provides financing and related services through its Financial Products segment.

Specifically to this contract, we are focusing on products that fall into our product categories of construction equipment (which includes paving, heavy and general construction, and waste), vocational on-highway trucks, Work Tools (buckets, hammers, brooms, and hundreds of other attachments), and Safety Services. Providing detailed descriptions of the more than 150 machines contained in this proposal would take unnecessary space in this questionnaire. Please refer to our website [www.cat.com](http://www.cat.com) for specific product details.

In addition to new machines, customers have access to other services our company, and our dealers, can offer to maximize the benefit of their purchase. This can include parts sales, service sales, used machines, financing, equipment management plans, extended warranties, application consultation, certified training, and more.

Caterpillar's pricing takes into consideration the lifetime owning and operating costs of a machine. In general terms, the initial purchase price is less than 20% of the total lifetime costs. Because of the quality and rebuildability designed into our machines, customers can expect better reliability, better fuel economy, fewer repairs, and longer life. This means that a purchase of a Caterpillar machine will typically result in the lowest owning and operating costs over the life of that machine. Operating techniques of course will influence these costs and Caterpillar encourages all purchasers to ensure equipment operators are fully trained and supervised to ensure machines are used and maintained properly.

**12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).**

Each Caterpillar machine model, new or used, will be assigned a specific NJPA member discount off the published list price for that particular machine. Caterpillar Work Tools, Safety Services, and Vocational Trucks will also be assigned a specific NJPA member discount. This discount will be extended to all additional options for the machine that become part of the final machine configuration. The published list price for the base machine and/or any additional options included on the published machine / option price sheet will be considered the maximum allowable price for the specific final machine configuration. The associated NJPA member discount will be considered the minimum discount that the local supporting Cat Dealer will be required to honor. In any communications / training that are provided to both customers and or dealers, Caterpillar Inc will refer to this as the "Maximum Price / Minimum Discount" pricing model.

Caterpillar will rely on our distributors, the local Caterpillar deal, to price shipping/freight, parts, service, therefore no NJPA member discount will be offered.

For additional information on individual machine pricing and NJPA member discounts please refer to Section P, Caterpillar NJPA Programs, item P1 – Caterpillar NJPA New Equipment Program as well as item P1.1 – Caterpillar Base Price, and P1.2 NJPA Member Discounts.

**13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.**

The discounts range between a high of 37% to a low of 12%.

**14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.**

Caterpillar prices its equipment offerings as a base machine, with optional equipment added to the base to configure a machine that meets a customer's specific needs. We often offer many different base machines within a given model. It is not unusual for newer models to be offered at the same time older models are still available. For example the D6 model track type tractor is currently available as a D6K2, a D6N, and the D6T. There are several different base machine configurations available, at varying prices, under each model. The D6T offers a D6T XL, a D6T XW, a D6T LGP, or a D6T XL VPAT configuration.

The customer can add optional equipment to any of these base machines to ensure the final configuration of machine purchased is capable of performing the work the customer requires. The optional equipment is priced in the Caterpillar Machine Price List, so the "As Equipped" machine's price is the machine base price, plus all optional equipment that is listed on the Caterpillar Machine Price List. The NJPA discount for the customer is applied to the cost of the base model plus any and all options listed on the Caterpillar Machine Price Lists.

The Caterpillar Coop Discount Price lists is attached to this Section P, Caterpillar NJPA Programs, item P1.2 NJPA Member Discounts.

Caterpillar dealers often offer to install additional optional equipment that is not listed on the Caterpillar Machine Price List at a customer's request. For example the customer may wish to have a two way UHF radio, that's compatible with the customer's existing communications system, installed by the dealer. In this case neither the radio or the parts and labor to install it would be eligible for the NJPA discount. The discount only applies to the base model and options as listed on the Caterpillar Machine Price List.

The discounts for the Caterpillar Vocational Trucks will be handled in the same manner as the equipment listed above. That is, the Caterpillar Machine Price will have a foundation on the base price. All options from the Caterpillar Machine Price list will be added to this base price to arrive at the Adjusted Customer List Price. No discount will be listed for any options that are not listed on the Caterpillar Machine Price List. All work tools will be discounted separately, unless listed on the Caterpillar Machine Price List.

A specific discount will be listed for all Work Tools offered through this contract. All Caterpillar Safety services will be listed with a Customer List Prices and specific discount.

This program does not include discounts for parts and service.

**15) Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services" (AKA, "Open Market" items or "Non-Standard Options").**

**Caterpillar NJPA Access Account Program**

As an additional service to the NJPA membership, Caterpillar will support a sourced goods solution to provide customers the ability to purchase additional products and services from their local Cat Dealer that would be incidental to any other purchases that may or may not have been facilitated by the NJPA contract or its related terms and conditions. Caterpillar feels that this would provide members the ability to obtain products and or services with ease. This would greatly reduce the need to apply multiple processes in the procurement of such goods and or services.

Please note that this additional service will be subject to dealer availability and does not include any additional delivery considerations that would be required by the member. The supporting dealer also reserves the right to extend a discount to all products offered, Caterpillar or otherwise.

**Enrollment**

Upon enrollment in the Access Account program, members will be issued their own Access Account card, which they will use to charge any products and or services procured through

the Caterpillar Access Account Program. These charges will not be used to determine the administrative fee to be paid to NJPA.

**16) Describe your NJPA customer volume rebate programs, as applicable.**

No additional volume rebate program is included in this proposal, however NJPA members and their local Cat Dealer may enter into agreement for additional discounts and or other value added provisions within Minimum Discount" model for volume purchases that are in line and conform to all the terms and conditions covered by the contract.

**17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is NOT included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.**

A Due to the infinite amount of equipment configurations, should a customer choose to include an option which is not considered part of the base unit configuration or factory option there may be additional charges applied by the supporting Cat Dealer for the preparation, installation, and testing of these additional options. It will be the customer's responsibility to understand and agree to these additional charges for services rendered as would be required to fulfill the customer's order.

Refer to Section P, Caterpillar NJPA Programs, item P1 - Caterpillar NJPA New Equipment Program.

B Fuel and other fluid requirements that would be needed to render the equipment fully operational may also incur an additional charge by the supporting Cat Dealer that will be the customer's responsibility as a portion of the total acquisition cost.

C Given the territory that Caterpillar is committed to supporting in conjunction with this proposal, shipping charges from the factory to the dealer will be quoted separately. All Caterpillar dealers are capable of arranging delivery to the customer's location. The timing and charges of this delivery service will be quoted in writing. Alternatively, customers are welcome to take delivery of their equipment directly from the selling dealer and arrange their own transportation.

D Any additional supporting materials such as service manuals (excluding the Operation and Maintenance Manual), filters, non-Cat components, or other such related goods and or services that are covered within terms and conditions will be provided at the customer and supporting local Cat Dealer's discretion.

**18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.**

The freight and delivery costs vary by product and will be quoted separately. Our products are manufactured in locations around the globe and vary considerably in size and weight so costs to transport our products to the selling dealer will also vary widely. However, some models include the cost of freight in the List Price of the machine.

If the customer chooses to have the dealer deliver those machines to the purchaser's location the cost would be calculated based on the distance from the dealer's place of business. The dealer will quote actual shipping and prep costs for each machine quoted through this contract.

**19) As an important part of the evaluation of your offer, indicate the level of pricing you are offering.**

Prices offered in this proposal are:

\_\_\_\_\_a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.

\_\_\_\_\_b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

\_\_\_\_\_d. Other; please describe.

**20) Do you offer quantity or volume discounts?**

\_\_\_\_\_ YES  NO Outline guidelines and program.

**21) Describe in detail your proposed exchange and return program(s) and policy(s).**

Caterpillar does not offer an exchange or return program due to the nature of our equipment. Once a PO is submitted, the customer is committed to the purchase of the machine.

Dealers, at their complete discretion, are empowered to discuss possible solutions if an unexpected event impacts the desired purchase of the machine.

**22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services**

There are no differences from the delivery, exchange or return programs of the contiguous 48 states.

**23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.**

All sales will be recorded when a dealer submits a claim for support under the NJPA contract. In order to file a claim the Caterpillar dealer will be required to provide the customer's unique NJPA membership number, and address. This is done to ensure the customer is actually an NJPA member, and that the information is available for reporting purposes. Each claim will contain detailed information about the transaction such as the Adjusted Customer List Price of the machine purchased, prices of all additional optional added services, trade-in, etc, and the transaction price. The actual customer discount is then compared to the available customer discount to ensure fair pricing. Sales information is then loaded into a reporting spreadsheet tool so that customer savings, fee amounts, and sales variance are each calculated. This system relies on the Caterpillar dealer to report the sale, however Caterpillar feels the support offered in terms of a price discount for the Caterpillar dealer's purchase of the machine is large enough that no sales will go unreported.

**INDUSTRY-SPECIFIC ITEMS**

**24) What is your US market share for the solutions you are proposing in this response?**

At Caterpillar we take great pride in making the best products and offering the best support for them. It is the foundation of our company and we will not compromise on those values. Along with this, we define market leadership as being either number one or number two in every market we serve. Market share data is understandably confidential, but we are happy to say that we have met our goals of market leadership in every product category included in this contract – meaning we have the highest or second highest share of the market. This is very important because with a large population of equipment in operation, we also have a substantial network of sales and service to support it. Overall, our market share is not significantly different between the US and Canada and averages between 27 and 30%.

**25) Do you hold any industry-specific quality management system certifications such as ISO 9001?**

Over 138 different divisions within Caterpillar's World Wide Organization have been ISO 9001 Certified.

**26) Do you hold any environmental management system certifications such as ISO 14001?**

Yes, Caterpillar is an industry leading certified manufacturer. Not all of our facilities are ISO14001 Certified, but worldwide, 21 Caterpillar manufacturing facilities are currently ISO14001 Certified. We are working diligently to expand that number.

**27) What is your Canadian market share (if any) for the solutions you are proposing in this response?**

At Caterpillar we take great pride in making the best products and offering the best support for them. It is the foundation of our company and we will not compromise on those values. Along with this, we define market leadership as being either number one or number two in every market we serve. Market share data is understandably confidential, but we are happy to say that we have met our goals of market leadership in every product category included in this contract – meaning we have the highest or second highest share of the market. This is very important because with a large population of equipment in operation, we also have a substantial network of sales and service to support it. Overall, our market share is not significantly different between the US and Canada and averages between 27 and 30%.

**28) Is your warranty program handled directly, or does it require a pass through to another manufacturer?**

Caterpillar is renowned for the quality of the products it produces, due in no small part to the way in which its warranty is handled. Many folks subscribe to the notion that problems will occur. Customers understand and accept that. It's how a manufacturer responds to the problem when it occurs, that you learn about the integrity of the company. Caterpillar's warranty programs are directly administered by Cat dealers on behalf of Caterpillar. This allows the decision to be made by those closest to the problem. It also allows the people who know the customer and understands their business best -- their local Caterpillar dealer -- to make the right decision. No other manufacturers are involved in the process.

**29) For how many years have the models you are proposing in this response been available in the marketplace?**

The story of Caterpillar begins in the late 1800s when two young men started producing machines in California. At first they were competitors, but they soon realized they had more strength together and joined their businesses in 1925 to form the Caterpillar Tractor Company. Thus, from our beginning more than 90 years ago the manufacture of construction and agricultural machines has been (and continues to be) the core of our company.

**30) What is your parts order fill rate?**

Caterpillar and Cat dealers have an extensive network and inventory of parts. The resulting performance is 99.4% of parts orders are filled by a Cat dealer or Caterpillar parts facility within 24 hours.

**31) Do you provide preventive maintenance programs for the solutions you are proposing in this response?**

Caterpillar and Cat Dealers provide a variety of information and solutions to optimize the preventive maintenance of Cat equipment. These include (but are not limited to):

**Service, Parts & Maintenance Manuals** – contain the technical guidance to operate, troubleshoot, service your machine, or to find the parts you need.

**Preventive Maintenance Schedules and Checklists** - provide serial number prefix specific parts lists at the proper maintenance interval for machines.

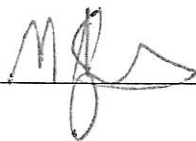
**S•O•S Services** – fluid analysis to optimize preventative maintenance and give insight to issues that could result in unplanned repairs if not addressed.

**Customer Track Service** – provides quick and accurate analysis of undercarriage wear to allow for informed maintenance decisions.

**Equipment Protection Plans** - wraps around the factory warranty, ensuring that your investment is safeguarded beyond the standard period.

**EMSolutions** – full range of equipment information, maintenance, and repair support described in Form A question 50.

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

A handwritten signature in black ink, appearing to be 'M. J. ...', written over a horizontal line.

Date: 20Mar2015