### **Agenda Report**



2725 Judge Fran Jamieson Viera, FL 32940

### Consent

F.11.

12/20/2022

### Subject:

Permission to Reject All Bids Received in Response to Bid #B-6-23-17 Landfill Compactor and #B-6-23-18 Track Type Dozer with Waste Handler Package

### **Fiscal Impact:**

Dozer - \$966,487.00 Compactor - \$1,124,315.00

### **Dept/Office:**

Solid Waste Management Department

### Requested Action:

It is requested that the Board of County Commissioners authorize Purchasing Services to reject all bids received in response to Bid #B-6-23-17 Landfill Compactor and #B-6-23-18 Track Type Dozer with Waste Handler Package.

### **Summary Explanation and Background:**

On September 20, 2022 the Board approved the Fiscal Year 2022-2023 budget for the Solid Waste Management Department, including a summary of Capital Outlay for Equipment Renewal and Replacement. In November 2022 Invitations to Bid were advertised for both a Landfill Compactor and a Track Type Dozer with Waste Handler Package. On December 2, 2022 bids for both pieces of equipment were received and reviewed. The lowest qualified and responsive bid for each piece of equipment was higher than the budgeted amount, with the compactor bid at \$1,438,026.00 (\$313,711.00 over budget) and the dozer at \$1,047,792.00 (\$81,305.00 over budget). Due to the recent Budget Change Requests for both the Solid Waste Capital Improvement Program costs and Hurricane Ian debris recovery, it is unclear as to the current funding availability to support the increased equipment costs at this time. The Department is still awaiting the arrival of a compactor and dozer competitively bid and ordered in Fiscal Year 2022 (estimated March 2023), so there is no immediate danger of a shortage of operable equipment if this purchase is temporarily delayed. Solid Waste is requesting Board authorization to reject the bids and will evaluate re-advertisement after a mid-year budget adjustment.

### Clerk to the Board Instructions:



### FLORIDA'S SPACE COAST

Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001 Fax: (321) 264-6972 Kimberly.Powell@brevardclerk.us



December 21, 2022

### MEMORANDUM

TO: Tom Mull

Tom Mulligan, Solid Waste Management Director

RE: Item F.11., Permission to Reject All Bids Received in Response to Bid #B-6-23-17 Landfill

Compactor and #B-6-23-18 Track Type Dozer with Waste Handler Package

The Board of County Commissioners, in regular session on December 20, 2022, authorized Purchasing Services to reject all bids received in response to Bid #B-6-23-17 Landfill Compactor and #B-6-23-18 Track Type Dozer with Waste Handler Package.

Your continued cooperation is always appreciated.

Sincerely,

**BOARD OF COUNTY COMMISSIONERS** 

RACHEL M. SADOFF, CLERK

Kimberly Powell, Clerk to the Board

/sm

cc: Central Services

Budget Finance

### **SUBMIT SEALED BID TO:**

BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG, C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940

ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.



### **INVITATION TO BID**

### **Bid Acknowledgment**

PROCUREMENT ANALYST: Debbie Feingold	(321) 617-7390 Ext. 5-9332	AN EQUAL	A. B.	TAX EXEMPT #85-8012621749C-1	
debbie feingold@brevardfl.gov		OPPORTUNITY EMPLOYER	I LUDDINAL I MA EACIVIP I #J7-0000/J23		
	at the Onvia	Services, 2725 Judge Fran Ja DemandStar* website and V	mieson Way, Bldg. C, Su <u>'endorLink</u>	ite 303, Viera, FL 32940, or	
	BID TITLE: Landfill Compactor		BID NUMBER: B-6-23-17	BID OPENING DATE AND TIME: December 2, 2022 @ 10:00 A.M.	
PRE-BID DATE, TIME, AND LO	CATION:	E	☐ Mandatory ☐ Non-Mandatory	BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL <u>NOT</u> BE ACCEPTED	
▼(	CONTRACTOR MUST	COMPLETE THIS A	REA AND RETUR		
LEGAL NAME OF CONTRACTO	OR AND BUSINESS ADDRES	S: FEDERAL ID NO.	(FEIN) OR SOCIAL SI	ECURITY NO. (SSN):	
Ring Power Corporatio	n	59-0934246			
500 World Commerce	•	If returning as a "no	bid," state reason:		
St. Augustine, FL 3209					
TELEPHONE NUMBER/TOLL-F ( 904 ) 737-7730	REE NUMBER:				
I certify that this bid is made witho connections with any corporation, firm materials, supplies or equipment, and is or fraud. I agree to abide by all conditional authorized to sign this bid for the Contro of Brevard, the Contractor offers and Contractor will convey, sell, assign, or rights, title, and interest in and to all concepts are acquire under the antitrust laws of the Uprice fixing relating to the particular	or person submitting a bid for the in all respects fair and without coll titions of this bid and certify that actor. In submitting a bid to the Coagrees that if the bid is accepted transfer to the County of Brevaluses of action it may now or her finited States and the State of Floric commodities or services purchas	X  AUTHORIZED SIG  Jay Lusk  NAME (PRINTED)	NATURE (MANUAL)	n provided in this ITB is true and correct.	
acquired by the County of Brevard. At the shall be made and become effective at the	ne County's discretion, such assign	ment   VF/ASSL. GOV	. Sales Manager	11/22/2022 DATE	
to the Contractor.	FORM MUST BE NO		ETHDAIRD WIT	H VOUD DID:	
			ETURILED WIT	H TOUR BID"	
Sworn to and subscribed before Personally known: X	re me thisday of	November 20 22		(AFFIX SEAL or STAMP)	
Or produced identification:	Type of ID:			CONTEST I	
Var al Al.	15071 FL			SARAH LU GRIFFITH	
SIGNATURE OF NOTARY PUBLIC	STATE	5	Nota	ary Public, State of Florida Comm. Expires 09/29/2023	
Complet Cuiffial	w		l Min	ommission No. GG917306	
Sarah L. Griffith  NAME OF NOTARY PUBLIC (PRINTED)			60	Jillinssion No. 33311	
	Harris Marco Certa (Story Arcos) Health				
My commission expires: _ (	09/29/2023				
CONTRACTOR MIGT	DOVEDE	BOND DATA			
CONTRACTOR MUST F   Yes	BID BOND		= 4	AMOUNT:	
Yes No	PERFORMANCE :	BOND		100% (see page 10, #6)	
Yes No 🛛	LABOR, MATERI	AL, PERFORMANO	E BOND	A	
In cases where the amount of a su and depending on the amount of t	rety bond exceeds \$500,000 he bond, shall have a minim	the surety company mus	t have an A.M. Best's size category (FSC) ra	rating as specified in this document,	
BOND AMOUNT UP TO	FINANCIAL (		AMOUNT UP T		
\$ 1,000,000	I		\$ 25,000,000	V	
\$ 2,000,000 \$ 5,000,000	II		\$ 50,000,000	VI	
\$ 10,000,000	III IV	3	100,000,000	VII	
Bonds must be issued by a surety com	pany who complies with the rec	uirements of § 287.0935, Fla	a. Stat.		
PAYMENT OF GOODS OR SERV	ICES PROVIDED AS A RES	ULT OF THIS SOLICITA	TION WILL BE MADE	PER FLORIDA STATUTE.	

# CATERPILLAR LIMITED WARRANTY

Earthmoving, Construction, Material Handling, Forestry and Paving Machines

Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants the following new products sold by it to be free from defects in material and workmanship:

- Earthmoving, construction, material handling, forestry and paving machines (except as listed below).
- HPU300 for use with 300.9D VPS
- Attachments/work tools installed on such machines prior to delivery (unless covered by the Cat<sup>®</sup> Work Tool warranty statement or another manufacturer's warranty). Hammer tool points and compacting plates used on hydraulic hammers are not warranted.

Additional warranties are applicable against breakage for certain Cat Ground Engaging Tools and for wear on all landfill compactor tips. Refer to the applicable warranty statements for coverage detail.

This warranty does not apply to:

- Cat Ratteries
- Mobil-trac belts, rubber tracks used on multi terrain loaders, compact track loaders, and mini hydraulic excavators
- Cat Work Tools
- 424 Backhoe Loaders, 216 and 226 Skid Steer Loaders, and 320 & 323 Excavators sold in India
- Prentice brand forestry machines
- Longwall mining machines
- 777, 785, 789, 793, 794, 795, 796, 797 and 798 Off-Highway Trucks sold in regions other than the Commonwealth of Independent States ("CIS")
- 16, 18 & 24 Motor Graders sold in regions other than the CIS
- 854, 992, 993, 994 Wheel Loaders sold in regions other than CIS
- Cat Utility Vehicles (UTV)
- Compact Construction Equipment including Compact Track & Multi Terrain Loaders, Mini Hydraulic Excavators, Skid Steer Loaders, and HPU300 sold in USA or Canada.

These products are covered by other Caterpillar warranties.

This warranty is subject to the following:

### Warranty Period

For new machines, HPU300, and work tools/attachments the warranty period is 12-months/unlimited hours, starting from date of delivery to the first user.

### Note:

- For hydraulic line's quick connect/disconnect components sold on telehandlers, compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.
- For work tool line's quick connect/disconnect components sold on Telehandler Work Tools installed with the machine at time of sale, the warranty period is 3 months starting from date of delivery or sale to the first user.
- For Draglines, Electric Rope Shovels, Hard Rock Movers, Hard Rock Feeders, Hard Rock Miners, Hard Rock Conveyors, Hard Rock Roof Supports; the warranty period is not to exceed 24 months from shipment of the last major component from the Caterpillar place of manufacture.

## Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar

 Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect. **Note:** New, remanufactured, or Caterpillar approved replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

SELF5760

(Continued on reverse side...)

- Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect.
- Provide reasonable and customary labor needed to correct the defect.

## **User Responsibilities**

The user is responsible for:

- Providing proof of delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Transportation costs, except as stated under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are considered usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

### Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper storage or repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments, and unauthorized fuel setting changes.

SELF5760

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of his warranty, write Ceterpillar inc., 100 NLE. Adams St., Peoria, IL USA 61629, telephone 1 (309) 675-1000, or go to URL, www.cat.com, Find Your Dealer.

Caterpillar's obligations under this Limited Warranty are subject to, and shall not apply in contravention of, the laws, rules, regulations, directives, ordinances, orders, or statutes of the United States, or of any other applicable jurisdiction, without recourse or liability with respect to Caterpillar.

 A) For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable: NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENT WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON TIS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

For personal or family use engines or electric power generation products, operating in the USA, its territories and possessions, some states do not allow limitations on how long an implied warranty may last nor allow the exclusion or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary by jurisdiction. To find the location of the nearest Cat dealer or other authorized repair facility, call (800) 447-4986. If you have questions concerning this warranty or its applications, call or write:

In USA and Canada: Caterpillar Inc, 100 N.E. Adams St., Peoria, IL USA 61629, Attention: Customer Service Manager, Telephone 1 (309) 675-1000. Outside the USA and Canada: Contact your Cat dealer, go to URL, www.cat.com, Find Your Dealer.

B) For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED, OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS PARAGRAPH, WHERE A PRODUCT IS SUPPLIED FOR BUSINESS PURPOSES, THE CONSUMER GUARANTEES ACT 1993 (NZ) WILL NOT APPLY.

VEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR,

EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

IF THE MANDATORY RIGHTS MAKE CATERPILLAR LIABLE IN CONNECTION WITH SERVICES OR GOODS, THEN TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, THAT LIABILITY SHALL BE LIMITED AT CATERPILLAR'S OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE EXAMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT GOODS, THE EQUIVALENT GOODS,

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

C) For products supplied in Australia:

IF THE PRODUCTS TO WHICH THIS WARRANTY APPLIES ARE:

I. PRODUCTS OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION: OR

II. PRODUCTS THAT COST AUD 40,000 OR LESS,

WHERE THOSE PRODUCTS WERE NOT ACQUIRED FOR THE PURPOSE OF RE-SUPPLY OR FOR THE PURPOSE OF USING THEM UP OR TRANSFORMING THEM IN THE COURSE OF PRODUCTION OR MANUFACTURE OR IN THE COURSE OF REPAIRING OTHER GOODS OR FIXTURES, THEN THIS SECTION C APPLIES.

THE FOLLOWING MANDATORY TEXT IS INCLUDED PURSUANT TO THE AUSTRALIAN CONSUMER LAW AND INCLUDES REFERENCES TO RIGHTS THE USER MAY HAVE AGAINST THE DIRECT SUPPLIER OF THE PRODUCTS: OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE. THE INCLUSION OF THIS TEXT DOES NOT CONSTITUTE ANY REPRESENTATION OR ACCEPTANCE BY CATERPILLAR OF LIABILITY TO THE USER OR ANY OTHER PERSON IN ADDITION TO THAT WHICH CATERPILLAR MAY HAVE UNDER THE AUSTRALIAN CONSUMER LAW.

TO THE EXTENT THE PRODUCTS FALL WITHIN THIS SECTION C BUT ARE NOT OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION, CATERPILLAR LIMITS ITS LIABILITY TO THE EXTENT IT IS PERMITTED TO DO SO UNDER THE AUSTRALIAN CONSUMER LAW TO, THS OPTION, THE REPAIR OR REPLACEMENT OF THE PRODUCTS, THE SUPPLY OF EQUIVALENT PRODUCTS, OR THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT PRODUCTS.

THE WARRANTY SET OUT IN THIS DOCUMENT IS GIVEN BY CATERPILLAR INC. OR

(Continued on reverse side...)

ANY OF ITS SUBSIDIARIES, 100 N. E. ADAMS ST, PEORIA, IL USA 61629, TELEPHONE 1 309 675 1000,THE USER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH MAKING A CLAIM UNDER THE WARRANTY SET OUT IN THIS DOCUMENT, EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS DOCUMENT, AND THE USER IS REFERRED TO THE BALANCE OF THE DOCUMENT TERMS CONCERNING CLAIM PROCEDURES, CATERPILLAR RESPONSIBILITIES AND USER RESPONSIBILITIES.

TO THE EXTENT PERMISSIBLE BY LAW, THE TERMS SET OUT IN THE REMAINDER OF THIS WARRANTY DOCUMENT (INCLUDING SECTION B) CONTINUE TO APPLY TO PRODUCTS TO WHICH THIS SECTION C APPLIES.

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their respective logos, "Caterpillar Corporate Yellow", the "Power Edge" and Cat "Modern Hex"
trade dress as well as corporate and product identity used herein, are trademarks
of Caterpillar and may not be used without permission.

### normal maintenance services, such as tune-ups, or normal replacement of service or wear items, such as belts or hoses. This coverage is subject to the Ring Power Corporation ("Ring Power") hereby extends the machine warranty on through a total of months or hours, whichever occurs first. This warranty runs concurrently with the standard warranty period. Ring Power to to be defective in material or workmanship. All extended warranty repairs must be performed at a location designated by Ring Power. This warranty is limited to repair or replacement, at Ring Power's option for both parts and labor, of inspected parts that have been determined by The machine must be enrolled in Ring Power's Scheduled Oil Sampling (S.O.S.) and samples of all fluid compartments taken at the specified All machine transportation costs or field service travel expenses shall be paid by the customer/machine owner. This warranty does not apply to 1. Replacement parts provided under the extended warranty period are warranted only for the remainder of the extended warranty period. 2. This extended warranty is furnished by Ring Power and applies to this machine only within the Ring Power sales and service territory. All base machine components are warranted to be free from defects in material and workmanship during the extended warranty period. Ring Power 3. The machine may not be altered or modified in any manner that affects the mechanical operation as designed by Caterpillar. RING POWER CORPORATION PREMIER ESC requirements and limitations of this extended warranty (including the reverse side hereof). The undersigned acknowledges that he has read and understands the intent, intervals to assure continuity of this extended warranty. following conditions and limitations: Ring Power Corpuration Representative Delivery Date of Machine **Customer Signature** Print Name / Title Form 001

## Owner Responsibilities

- · Owner shall be responsible for all machine transportation costs to and from a Ring Power service facility. (or field travel expenses)
- Owner shall be responsible for giving Ring Power timely notice of a warrantable failure and promptly making the machine available for repair.
- · Owner shall be responsible for sending oil samples to the Ring Power S·O·S\* lab to assure extended warranty coverage.
- Owner shall be responsible for compliance with all recommendations included in the applicable Caternillar lubrication and maintenance guide.
  - Owner shall be responsible for the difference between regular time and overtime costs for repairs required at other than normal working hours.

## Ring Power Responsibilities

- · Ring Power shall be responsible for utilizing new, remanufactured or exchange parts or repair of existing part(s) to expediently complete repairs.
  - Ring Power shall be responsible for reasonable and customary labor required to make necessary repair during normal working hours.
- · Ring Power shall be responsible for replacing lubricating oils, filters, anti-freeze and other normal service items made unusable in a warrantable failure.

## General Limitations

only covers work performed by Ring Power in a Ring Power repair facility or in the field, whichever is deemed to be the most expedient by Ring Power. Ring Power shall not be responsible for any repairs required due to machine misuse, accident, negligence, act of God or any use of the Repairs made by Ring Power pursuant to this extended warranty coverage shall not further extend the stated warranty period. This extended warranty machine that is judged by Ring Power to be improper.

INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS, PROVIDING EXPRESSED OR IMPLIED BY LAW, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, RING POWER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR FURPOSE. RING POWER IS NOT RESPONSIBLE FOR THIS EXTENDED WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES FROM RING POWER WHETHER A LOANER, ETC.)

### **Equipment Protection Plans (EPP)**

### 3 EASY STEPS TO PROTECT YOUR NEW CAT® EQUIPMENT

You count on your Cat® machines to get the job done, day in and day out. Choose a protection plan that's just as dependable and long-lasting. EPP offers the only coverage designed specifically for new Cat equipment - giving you the highest level of repair cost protection available. Comprehensive EPP options protect your investment and your peace of mind.

### SELECT YOUR PROTECTION OFFICE

Choose from our **Powertrain**, **Powertrain** + **Hydraulics**, **Powertrain** + **Hydraulics** + **Technology** and **Premier** plans to get the exact age and hours for the protection you need.

### PREMIER (includes all Powertrain, Powertrain + Hydraulics, and Powertrain + Hydraulics + Technology components listed below)

### **ENGINE RELATED**

Governor/Speed Limiter Fuel Injection Lines

### STEERING & SUSPENSION

Power Steering Logic Module Steering Linkage

Suspension Control & Control Valve

Suspension Cylinder

### **ELECTRONICS**

Cat Grade Control
Product Link<sup>TM</sup>
Traction Control System
Protection Devices & Alarms

Speed Sensors

### BRAKING

Cylinder Head Assembly Control Valves Accumulator Parking Brake

### CAB

Steering Column
Gauges/Indicators/Instruments

Circuit Board

Wiring Hamess/Switches Relays/Circuit Breakers Fuse/Circuit Breaker Panel

### POWERTRAIN + HYDRAULICS + TECHNOLOGY (includes all Powertrain and Powertrain + Hydraulics components listed below)

### CAT CONNECT TECHNOLOGY COMPONENTS - COMPACT, GRADE, PAYLOAD, LINK

Components covered under standard warranty that are factory or dealer installed prior to delivery

Integrated Machine Displays

Monitors Sensors

Cables/Harness Wiring Engine Control Module (ECM) GNSS Antennas

GNSS Receivers Inertial Measurement Unit

Laser Catcher/Receiver Satellite Receiver Position Sensing Cylinders
Integrated Joystick Buttons/Controls

Software Status Lights Load Lights VIMS (Vital Information Management System) Asset Control System

Product Link System Cellular and Satellite Global Positioning System

### POWERTRAIN + HYDRAULICS (includes all Powertrain components listed below)

### STEERING & IMPLEMENT CONTROLS

Hydraulic Pumps Hydraulic Motors Hydraulic Cylinders Hydraulic Valves Hydraulic Accumulators Hydraulic Lines

Hydraulic Hoses
Electronic Controls
-Implement & Steering

Joystick
Pilot Control Valve
Hydraulic Tank
Hydraulic Oil Filter Base
Hydraulic Swivel

Hydraulic Oil Temp Sensor Hydraulic Oil Cooler Transmission Oil Lines Orive Train Oil Lines Steering Gear & Valve

### **POWERTRAIN**

### ENGINE

Fan & Fan Drive
Hydraulic Fan Motor
Jacket Water Pump, Drive Group
Thermostat/Regulator
Timing/Accessory Gears
Timing Chain/Belt
Engine Oil Cooler
Engine Oil Pump
Engine Oil Pan Group
Engine Oil Filter Housing/Base
Cylinder Block
Cylinder Head Casting
Crankshaft Main & Rod Bearings
Plston & Connecting Rod

Pistons & Piston Rings
Camshaft & Camshaft Bearing
Inlet/Exhaust Valve
Push Rod & Balancer
Rocker Arm & Rocker Shaft
Assembly
Valve Cover & Bese
Valve Spring
Valve Guide
Flywheel
Air Line/Pipe
Adtercooler Group
Turbocharger

Manifolds, Inlet & Exhaust

Fuel Pump Governor Fuel Injection Pump Fuel Transfer Pump Solenoids/Sensors Electronic Control Module (ECM)

### TRANSMISSION, TORQUE CONVERTER & TRANSFER CASE

Transmission Case
Transmission Gears
Transmission Shaft
Transmission Hydraulic Control
Transmission Electronic Control

Transmissions Oil Pump
Transmissions Oil Filter Base
Torque Converter
Transfer Gear Group
DRIVE TRAIN
Differential Case
Differential Steering Components
Axle Housing Assembly
Axle Shaft
Drive Axle
Final Drive Case/Bore
Final Drive Gears

Universal Joint

### 2 KNOW YOUR RESPONDED THE

To qualify for coverage under an EPP, you need to:

Operate your equipment according to the Cat Operation & Maintenance Manual (OMM) (e.g., no improper fuel use)

Ensure recommended preventive maintenance is performed at intervals specified in the DMM

Provide proof of preventive maintenance compliance (receipts, copies of work orders, invoices) on request

Promptly provide your equipment for repair in the event of a covered failure

You can count on us to perform necessary inspections to confirm eligibility, install parts approved by Caterpillar on covered repairs and validate your enrollment in the program.

### 3 PURCHASE AND REDISTRESSED VISION SHIP

Work with your local Cat dealer to complete the process and get the protection and peace of mind you deserve.

### **EXCLUSIONS\***

If a component isn't listed, it may not be included in your plan. Other exclusions include:

- Failures caused by normal wear-out or improper or abusive use of the machine
- Lubricating oil, antifreeze, filters, consumables and other maintenance items replaced during the covered component repair, unless such items are rendered unusable by a covered component failure
- Freight charges for parts shipments
- Travel time and mileage involved in getting to a jobsite
- Hauling, retrieval, equipment rental or overtime labor costs
- Repair costs resulting from the failure of any non-covered components
- Downtime loss
- Any incidental or consequential damages or costs incurred as a result of a covered component failure
- Modifications unless approved by Caterpillar
- \* These are examples of covered and excluded components or items. The actual dealer contract will govern. See your Cat dealer for a complete list of covered components and more information.

### Please contact your Cat dealer for more details.

This marketing tool does not represent a contract or obligation of any kind between Cat Financial Insurance Services, its parent or affiliates, and the equipment owner. For details on any dealer agreement, including a complete description of the terms, conditions, and/or exclusions, contact your local Cat dealer. All graphics and lists in this marketing tool are provided solely for general Information purposes and are non timended to be a collohation or an offer to sail any product or service. "Cat DEALERS ONLY: For terms, conditions, and/or exclusions of Equipment Protection Pina Script Guide found at https://warranty.cat.com/en/global-guide/caterpillar-financialInsuranceservices.html. These guides are the only safe source for Equipment Protection programs.

To the extent that the above publication(s), bulletin(s), and/or any designated contract(s) are ambiguous or inconsistent with the policy language, the policy language shall determine the coverage under this policy.

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### LANDFILL COMPACTOR B-6-23-17 SPECIAL CONDITIONS

### 1. PURPOSE

Brevard County Purchasing Services, on behalf of the Solid Waste Management Department, is soliciting bids from qualified contractors to provide one (1) Landfill Compactor.

### 2. DELIVERY

Prices for delivery and unloading shall be F.O.B. destination, freight prepaid and allowed, including all packing, shipping, handling, and fuel surcharges. One (1) Landfill Compactor to be delivered to Central Disposal Facility, 2250 Adamson Rd., Cocoa, FL 32926. Delivery shall include unloading and start-up. (See attached Special Provisions for additional delivery requirements.)

Indicate delivery time in the space provided on the Price Sheet. Delivery is required within one hundred eighty (180) days of the issue date of the purchase order. The County further reserves the right to accept that bid which best serves the County's interest, and to reject any and all bids.

### 3. ADDITIONAL PURCHASES

Brevard County reserves the right to purchase additional landfill compactors at the same bid price, terms, and conditions for a period of one (1) year from the date of acceptance.

### 4. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this bid, contact Debbie Feingold, Purchasing Services at 321-617-7390 or by email at <a href="mailto:debbie.feingold@brevardfl.gov">debbie.feingold@brevardfl.gov</a>. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services and posted online at <a href="mailto:Onvia DemandStar">Onvia DemandStar</a> website and <a href="mailto:VendorLink">VendorLink</a>. The County will not notify Contractors of addenda. It is the sole responsibility of the Contractor to check the website prior to submitting a bid to verify receipt of all documents to include written addendum.

Contractors shall promptly notify Purchasing Services, prior to submission of their bid, of any ambiguity, inconsistency or error, which they may discover upon examination of the bid documents. No interpretation of the meaning of specifications or other documents will be made to any Contractor orally, nor may Contractor rely on any such pre-bid statements in completing the bid. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or emailed to the attention of Debbie Feingold at <a href="mailto:debbie.feingold@brevardfl.gov">debbie.feingold@brevardfl.gov</a>. To be given consideration, such requests should be received in writing, in order to receive a response, no later than <a href="mailto:November 15">November 15</a>, 2022 @ 5:00 P.M.

### RECEIVING OF BIDS

Bids must be received by Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite C303, Viera, FL 32940 no later than December 2, 2022 @ 10:00 A.M. Bids must be submitted on County format to be considered. The official time clock will be the date and time stamp clock located in the Purchasing Office.

Electronic bid filing is now available on VendorLink at <a href="www.myvendorlink.com">www.myvendorlink.com</a> . Electronic bidding is preferred; however hard copy bids will still be received.

If submitting hard copies, bids shall be submitted in one original and should be accompanied by an equivalent electronic PDF file on compact disc or USB flash drive. **DO NOT MODIFY OR REISSUE THE PRICE SHEET; USE THE PRICE SHEET FORM PROVIDED.** 

Note\* Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third (3rd) floor at the above address. Contractors are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Contractor's risk. To be considered, a bid must be accepted in Purchasing Services no later than the ITB closing date and time. If the bid is delivered anywhere else, it may not reach Purchasing Services in time.

### 6. PERFORMANCE BOND

The successful vendor shall furnish and record in the official records of the County where the landfill compactor is located a Performance Bond in an amount equal to one hundred percent (100%) of the guaranteed total maintenance cost and scheduled PM costs for the compactor and the fire suppression system as outlined in the Price Sheet to the cover the time period of four (4) years/nine thousand (9,000) service meter hours, whichever occurs first from date of acceptance of landfill compactor by the County. Performance Bond shall be in the form of either (1) a cashier's check or certified check made payable to the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, or (2) a Performance Bond in the form set forth in this bid. Vendor MUST utilize the form provided in the bid package. Any alternative form will deem vendor as non-responsive. Any submitted certified check or cashier's check shall be drawn on a solvent bank or trust company approved by the COUNTY, made payable to BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS. Personal checks or company checks will not be accepted. The Performance Bond shall be issued by a surety company duly authorized by the Florida Department of Insurance to conduct business in Florida, listed on the U.S. Treasury List. rated A+, or higher, by the latest A.M. Best Insurance Guide, and otherwise acceptable to the COUNTY.

The performance bond shall be delivered to the Solid Waste Operations, 2250 Adamson Rd., Cocoa, FL 32926, Attn: Sherry Loadholtz, within five (5) days of the Notice of Award by the County.

### CONTRACT

A draft copy of a contract that will need to be executed between Brevard County and the awarded bidder is attached for your review. The draft contract that is attached is not required at the time of your bid submittal.

8. The landfill compactor shall be new, unused and of current model and meet the attached specifications. The landfill compactor shall be equipped in accordance with the manufacturer's latest literature, a copy of which must accompany the contractor's bid showing that the equipment meets or exceeds each and every requirement of the specifications of these solicitation documents.

NOTE: Any omissions or errors in these specifications do not relieve the successful contractor from furnishing a complete landfill compactor, ready for immediate use.

9. Where the unit deviates from specifications, clearly indicate the nature of the deviation on the Exception Form. The County reserves the right to waive minor deviations from the specifications, which in the County's sole and absolute judgment do not materially affect landfill compactor's performance or maintenance.

Company Name Ring Power Corporation	
Address 500 World Commerce Parkway St. Augus	stine, FL 32092
Telephone (904)737-7730	Fax_ (904)494-7576
Authorized Signature	
Printed Signature Jay Lusk, VP/Asst.Governmen	ital Sales Manager

9. Where the unit deviates from specifications, clearly indicate the nature of the deviation on the Exception Form. The County reserves the right to waive minor deviations from the specifications, which in the County's sole and absolute judgment do not materially affect landfill compactor's performance or maintenance.

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Authorized Signature	
Printed Signature Jay Lusk, VP/Asst. Governmer	ntal Sales Manager

### LANDFILL COMPACTOR B-6-23-17 SPECIAL PROVISIONS

- 1. The contractor shall be responsible for delivering the landfill compactor in a properly serviced, cleaned and optimized operating condition.
- 2. Pre-delivery shall include complete lubrication, filling all fluid levels to proper level, adjustment of engine to proper operating condition, check to insure perfect operation of all mechanical features, completely clean landfill compactor of all unnecessary stickers, tags and papers.
- 3. The following manuals shall be delivered with each piece of landfill compactor: Two (2) copies Operating Manual; one (1) copy Parts Manual; one (1) copy Service or Technical Manual in the form of one hard copy. The manuals shall include the schematics for the electrical and hydraulic systems on the landfill compactor.
- 4. An experienced serviceman/operator shall accompany the delivery of the landfill compactor and shall be available to answer questions regarding service, operation and maintenance of the landfill compactor for a period of not less than one (1) working day.
- 5. The landfill compactor's compliance with the bid specifications and ability to perform in the conditions normally encountered in a Class I or Class III landfill, including extreme summer conditions, shall be demonstrated by continuously operating at least ten (10) consecutive hours.
- 6. When the contractor performs work at the County landfill, the contractor's billable hours will not accrue until the contractor arrives at the landfill and begins working on the landfill compactor.
- 7. Replacement part(s) or requested part(s) must be delivered to the County within three (3) working days (72 hours) from verbal request by the County. Failure to provide the part(s) will result in a ten percent (10%) per working day reduction of the contractor's list price to the County for each day or part thereof that the replacement or requested part(s) are not delivered to the County.
- 8. The contractor shall assume full responsibility for warranty of all components of the landfill compactor. A statement shall be attached to the bid setting out the conditions of the warranty. The manufacturer's standard warranty shall also be furnished.
- 9. Contractor must provide an extended warranty for the total maintenance and repair, including scheduled and unscheduled maintenance on the new landfill compactor, which warrants that the landfill compactor will be free from mechanical breakdown due to manufacturer's defects in material and workmanship under normal use and service from date of acceptance by the County until the landfill compactor has been operated for four (4) years/nine thousand (9,000) service meter hours, whichever occurs first from the date of acceptance of the landfill compactor. TMR intervals shall be every 250 hours, no mileage, no call out fees and surcharges shall be charged. Contractor will be responsible for any transportation of landfill compactor to accomplish warranty work.
- 10. Should the contractor fail to complete any repair that is under warranty and return the landfill compactor to duty within seventy-two (72) continuous hours (exclusive of Sundays and County holidays) from verbal notification by the County to the vendor that a warranty repair is needed, a delay charge of one thousand dollars (\$1,000) per day shall be paid to the County by the contractor for each workday delay or any part thereof that the landfill compactor is not returned to duty. Should parts not be available to the contractor by reason of strike, natural disaster or national emergency, the delay charge shall not be made. The contractor shall have the option of furnishing like landfill compactor acceptable to the County without charge to the County during any delay period, and in such case shall not be charged. All delay charges shall be paid to the County

in the form of a cashier's check made payable to Brevard County Solid Waste within forty-five (45) days of receipt of written notification by the County. Store credits in lieu of payment to the County will not be allowed.

- 11. All repair work must be conducted at the County work site unless otherwise agreed by the County.
- 12. The contractor shall be responsible for any transportation of landfill compactor, which may be required to accomplish warranty work and/or to furnish temporary replacement landfill compactor without charge to the County. Contractor is responsible for all loss and/or damage to the equipment while in their possession. This includes during transport by the contractor or agent up to delivery accepted by the County, and while in the possession of the contractor or agent for repairs until returned to the County.
- 13. The contractor shall have a full service facility or personnel within ninety (90) miles of the Central Disposal Facility, 2250 Adamson Rd., Cocoa, FL 32926. A "full service facility" is defined as a facility that the contractor believes is adequately stocked and staffed to perform under the conditions of these specifications.
- 14. The contractor shall respond by initiating repairs on site within four (4) hours from verbal notification by the County on any warranty repairs.
- 15. Contractor shall be bound to the conditions of the bid and shall perform their obligations under the bid for a period of four (4) year/nine thousand (9,000) service meter hours, whichever occurs first from date of acceptance of the landfill compactor by the County.
- 16. Training: The contractor shall provide mechanic or landfill compactor operator (County's choice) for three (3) County personnel at an authorized training facility, including transportation, food and lodging. The training shall consist of regularly scheduled maintenance of landfill compactor and trouble-shooting or landfill compactor operation. The manufacturer will supply text and updates, which the attendee can take home for future reference.
- 17. Contractor shall provide a trade in price for a 2019 Caterpillar Compactor, Model #836K, VIN #CAT0836KTT6X00148, (PR #408-0050). This compactor was purchased in October 2019 and has been under complete TMR for 4 years/9,000 hours. The compactor has approximately 5585 hours on it (as of October 1, 2022). To schedule a time to view this compactor contact Debbie Holstein at 321-633-1888 (office) or 321-863-0771 (cell). Brevard County reserves the right whether to exercise this option as in the best interest of the County

The trade-in landfill compactor will not be released by the County to the contractor until such time as all conditions of this solicitation have been met.

18. Contractor shall submit a guaranteed buy back price to repurchase the compactor at the end of the four (4) years/nine thousand (9,000) service meter hours. Brevard County reserves the right whether to exercise this option as in the best interest of the County.

Company Name Ring Power Corporation		
Address 500 World Commerce Parkway St.	Augustine, FL 32092	
Telephone (904)737-7730	Fax (904)494-7576	
Authorized Signature/ @///		
lay Lusk VP/Asst G	overnmental Sales Manager	

### LANDFILL COMPACTOR B-6-23-17 MINIMUM MACHINE SPECIFICATIONS

These specifications describe the <u>minimum requirements</u> for a landfill compactor. Landfill compactor shall be the current standard production model with minimum registered weight class of 120,000 lbs. and shall meet all state and federal health, safety and anti-pollution requirements. All equipment and substitutions shall be those of regular publication production options. All parts or attachments not specifically mentioned but necessary to complete the equipment must be furnished and must conform to the highest standards of quality of material and workmanship provided in good engineering practice. It shall be the Contractor's responsibility to carefully examine each item of the specification. Contractors must indicate whether they comply or non-comply for each line item in the specification. Failure to provide a completed bid may cause rejection of bid. All non-comply responses and/or Contractors proposed "approved equivalents" must be fully explained on exception form, noting section and item. Failure to explain non-comply responses or failure to supply detailed literature/brochures on the Contractors proposed "approved equivalents" may cause rejection of bid. Where "minimum/maximum" is specified, Contractors must propose at least the minimum/maximum sizes or the bid may be rejected.

	COMPL	LIANCE
	YES	NO
1) WEIGHT CLASS:		
<ul> <li>A) One (1) new, unused and latest production model landfill compactor, 120,000 lb. class min.</li> </ul>	х	
2) ENGINE:	10.	
<ul> <li>A) Minimum 550 gross horsepower diesel engine with heavy duty two-stage, dry type air cleaner with pre-cleaner. Water cooled only. Must meet current EPA regulations. No Mercedes engines shall be accepted.</li> <li>B) Automatic shutdown system for low engine and transmission oil pressure and high temp.</li> <li>C) Oil and fuel filters shall be spin on replacement type.</li> <li>D) Engine capable of using 15W40 oil – not synthetic.</li> <li>E) Vertical/horizontal exhaust, rain protected.</li> </ul>	Х	
3) ELECTRICAL:		
A) Heavy duty low maintenance batteries     B) Minimum 140 amp. alternator. Amperage shall be sufficient enough to power the compactor and the GPS computer system that will be installed on the landfill compactor.     C) 24-volt system	ed X	
4) COOLING:		
A) Radiator shall be of a type for maximum cooling capable of working continuously ten (10) hours a day	х	
5) POWER TRAIN:		
A) Unit must be capable of directional changes at full engine speed withou deceleration     B) Electronically controlled hydrostatic or power shift transmission     C) Minimum two (2) forward and two (2) reverse speeds	X	

D)	Drive shall be Hydrostatic Drive or No Spin Differentials. Chain drive to	ľ	
	wheels is not acceptable. No Spin Differentials shall be equipped with Caron Seal Protection Group to protect axle seals		
E)	Equipped with planetary reduction final drives		
6) BR	AKES:		
	Full hydraulic service brakes on each wheel or hydrostatic braking Emergency brake to be fail-safe type, spring applied and pressure released	х	
7) <u>HY</u> I	DRAULIC SYSTEM:		
A)	Fully closed with filtering and visual oil level indicators	х	
8) BL/			
A)	Caron Double Semi-U (DSU) Trashblade or equal. Blade shall be suitable for installation on landfill compactor provided without modification and shall be of a Double Semi-U design featuring a center (prow) section formed by the moldboard and cutting edges that directs refuse away from the center of the landfill compactor and towards two separate "U" sections of the blade for distribution directly under the wheels to provide maximum compaction effect. Blade shall incorporate a vertical center "splitter" designed to break up large compacted loads delivered by refuse transfer trucks.	х	
В)	Blade shall be no less than 213" wide with a minimum moldboard height of 47" and overall height of at least 91.5" including a trash screen specifically designed to allow maximum vision for the operator. The trash screen must be constructed of plate steel and may not be a latticework of bar or rod stock. The blade must be equipped with reversible cutting edges and replaceable end bits.  The blade must be of a rigid one-piece design and not incorporate any additional hydraulic cylinders and lines for a tipping mechanism.		
9) <u>STE</u>	ERING:		
	Shall have center-point articulation with a minimum steering angle of + thirty-five (35) degrees.	х	
	Joy stick steering, adjustable		
10) <u>C</u>			
B) C) D) E) F) G)	Fully enclosed cab with ROPS structure Air conditioned, heated, and with defrosters Rear view mirrors, two (2) outside and one (1) inside Rear view back up camera installed in a manner that shall prevent damage and protect the camera External light package with a minimum of two (2) forward and two (2) reverse facing work lights Horn and back-up alarm Fully adjustable shock absorbing air ride seat with a minimum weight capacity of 450 lb. and a seat belt length of 84" minimum Cab monitoring system to include full engine, hydraulic, transmission gauge package, temperature and pressure	х	
l)	Windshield wipers, front and rear		

11) GUARDS & ENCLOSURES:		
<ul> <li>All rotating and turning components shall be enclosed for mechanical protection. All such enclosures must have large access doors, which are easily opened or removed.</li> </ul>	х	
B) If so equipped: front and rear belly pans to be hydraulic assisted access		
12) WHEELS:		
A) Minimum one inch (1") drum thickness, minimum 58" diameter, minimum 48" width		
B) Minimum seven inch (7") tall teeth from the surface of the drum to the tip of the tooth		
<ul> <li>C) Teeth to be of a weld-on design, minimum 28 cleats per wheel</li> <li>D) Wheel Tooth Wear Warranty: Four (4) years/ nine thousand (9,000) non-prorated hours, whichever comes first from date of acceptance of landfill compactor. During the warranty period, the contractor will</li> </ul>	x	
replace teeth worn to a height of 4.5" from the top of the drum surface.  All costs for replacement, shipping, installation, parts, labor and other incidental cost shall be borne exclusively by the contractor.		
E) Protection system against wire wrap		
13) OTHER ITEMS:		
A) AM/FM radio     B) Two (2) twenty-pound ABC fire extinguishers; mounted     C) Towing anchors on front and rear of landfill compactor		
D) On-board auto greasing system to lubricate all components with the exception of the blade. On-board greasing system shall be protected and installed in a manner to prevent damage.	x	
E) Tool kit and any special equipment needed for normal field adjustments and scheduled and daily maintenance.		
<ul> <li>F) Vandalism protection group with all locks keyed alike including all cab and access doors.</li> </ul>		
14) OPTION ITEMS:		
A) Trade in allowance for a 2019 Caterpillar Compactor, Model #836K, VIN		
#CAT0836KTT6X00148, (PR #408-0050)  B) Guaranteed buy back price to repurchase the compactor at the end of	x	
the four (4) years/nine thousand (9,000) service meter hours.		

Company Name Ring Power Corporation	
Address 500 World Commerce Parkway St	. Augustine, FL 32092
Telephone (904)494-1138	Fax_ (904)494-7576
Authorized Signature	
Printed Signature Jay Lusk, VP/Asst. Govern	nmental Sales Manager

EXCEPTION FORM: Contractors must list exceptions for applicable items below. It shall be understood that if no exception is taken, the Contractor shall supply all material exactly as specified. Contractors may list proposed equivalent items below for consideration by the Authority, and should include the item number, item description, manufacturer's name, model number and packaging quantities of those items that the Contractor proposes to substitute. Contractors may not use this form to attach conditions, limitations, or other provisos to their bid. Please be advised that any proposed equivalent or other exceptions that are deemed to be a material deviation from the specifications shall be a mandatory cause for rejection of the bid, and the Contractor proceeds at its own risk.
N/A
-
·
Delivery Date Exception Ring Power takes exception to delivery requirement.
Warranty Date ExceptionN/A
Contractor's Name Ring Power Corporation
Signature of Contractor's Responsible Officer
Date 12/01/2022 Jay Lusk, VP/Asst. Governmental Sales Manager

### LANDFILL COMPACTOR B-6-23-17 PRICE SHEET

Bid price to provide all labor, materials, equipment, transportation and other facilities as necessary and/or required to execute all of the work described by the bidding documents for price of:

Item Description	Unit Price
One (1) Landfill Compactor equipped per the attached specifications with extended landfill compactor warranty for four (4) years/nine thousand (9,000) service meter hours, whichever occurs first from date of acceptance of the compactor.  Make: Caterpillar  Model: 836K  Delivery: 365  days, ARO	\$ 1,246,448
TMR Services: Guaranteed maximum total cost for all services and all repairs, scheduled and unscheduled, for four (4) years/nine thousand (9,000) service meter hours, whichever occurs first from date of acceptance of the compactor, per the attached bid specifications (excluding daily PM).  List the name and address of the authorized service dealer that will be providing TMR services and warranty repairs:  Ring Power Corporation  415 Community College Parkway SE  Palm Bay, FL 32909	\$ 139,880
Automatic fire suppression system, installed  List Manufacturer:FQS/Bear - Amerex	\$ 19,858
4. TMR services for the automatic fire suppression system for four (4) years/nine thousand (9,000) service meter hours, whichever occurs first. Services shall cover two (2) discharges and a minimum of two (2) inspections a year.  List the services and all components that will be covered under the TMR services:  Available upon request.  List the services and all components that will be not be covered under the TMR services:  Available upon request.	\$ 31,840
TOTAL:	\$ 1,438,026

Option Items:	
Trade in allowance for 2019 Caterpillar Compactor, Model #836K, VIN #CAT0836KTT6X00148, (PR #408-0050)	\$ 175,000
Buy back guarantee on compactor at the end of four (4) years/nine thousand (9,000) service meter hours, whichever occurs first.	\$ 165,000

ACH PAYMENTS
Does your company accept ACH Payment Method? X Yes / No
PROMPT PAYMENT DISCOUNT
Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
* If Prompt Payment Discount is offered, please state discount and terms:
N/A
ADDENDUM ACKNOWLEDGMENT
Contractor acknowledges receipt of amendments by indicating amendment number and date of issue.
Add. No. N/A Dated // Add. No. Dated Dated
Add. No Dated // Add. No Dated
I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for B-6-23-17 Landfill Compactor.
COMPANY NAME_ Ring Power Corporation
ADDRESS 500 World Commerce Parkway St, Augustine, FL 32092
AUTHORIZED SIGNATURE
PRINTED SIGNATURE Jay Lusk, VP/Asst. Gov. Sales Manager DATE 12/01/2022
TELEPHONE #(904)494-1138FAX #(904)494-7576
EMAIL_ jay.lusk@ringpower.com

### **BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**

### INDEMNIFICATION AND INSURANCE REQUIREMENTS LANDFILL COMPACTOR B-6-23-17

### INDEMNIFICATION

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that the Contractor has received specific consideration under this agreement for this hold harmless/indemnification provision.

### **INSURANCE REQUIREMENTS**

The Contractor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$2,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance, which includes coverage for all owned, non-owned and rented vehicles with a \$2,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional <u>Liability Insurance Policy</u> in the amount of \$2,000,000 per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, <u>Specialty Insurance</u> policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the Contractor.

### LANDFILL COMPACTOR B-6-23-17 CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, <u>Drug-Free Workplace</u>.

Ring Power Corporation	B-6-23-17 Landfill Compactor
Business Name	Bid Number and Name
Look 2	11/22/2022
Authorized Representative's Signature	Date
Jay Lusk	VP/Asst. Governmental Sales Manager
Name	Position

### LANDFILL COMPACTOR B-6-23-17

### **DISCLOSURE FORM**

### FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF \$100,000 OR MORE

Summary of Form: In order for the County to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of \$100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

- I. SECTION I. Please answer yes or no to each statement below:
- YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER \$100,000. If yes, this disclosure form as been completed. Please sign and date at the bottom.
- YES/ NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER \$100,000. If yes, proceed to the next question.
  - YES / NO

    I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.
  - II. SECTION II. Please answer yes or no to the statement below:
  - YES NO Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan Regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a value of \$50,000 or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.

	III. If you answered NO to SECTION II, you have completed this form. Please sign/date at f you answered YES to SECTION II, then answer YES or NO to the following:
YES / NO	This is a proposal to sell commodities through an online procurement programs established pursuant to section 287.057(22), Florida Statutes.
YES / NO	This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.
YES / NO	This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.
YES / NO	This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.
Please sign/da must make th	IV. If you answered YES to any question in SECTION III, you have completed this form. ate at the bottom. If you answered NO to all of the questions in SECTION III, then you e following disclosures online to the State of Florida Department of Financial Services unty may contract with you or award you said grant. Please disclose the following:
	Disclosure of the information below was made by Bidder/Grantee to the State of Florida tment of Financial Services online:
Name	of Bidder/Grantee:
Mailin	g Address of Bidder/Grantee:
Value	of the Contract/Grant or Gift:
Foreig	n Country of Concern or the Agency or other entity under the significant
Contro	ol of such Foreign country of Concern:
Date o	of Termination of the contract or interest with the Foreign Country of Concern:
Date o	of Receipt of the Contract/Grant or Gift:
Name	of the agent or controlled entity that is the source or interest holder:
	that the information provided on this form is true and correct, and that I am duly rized to make said binding disclosures on behalf of myself or my Company, as applicable.
Compa	any Name_Ring Power Corporation
Signat	ure: Date:
Title:	Jay Lusk, VP/Asst. Gov. Sales Manager

STATE OF FLOR	IDA	
COUNTY OFS	St. Johns	_
		☐ physical presence or ☐ online notarization, this ne of person making statement). Jay Lusk
[Notary Seal]	SARAH LU GRIFFITH Notary Public, State of Florida My Comm. Expires 09/29/2023 Commission No. GG917306	Notary Public  Sarah L. Griffith  Name typed, printed or stamped
		My Commission Expires: <u>09/29/2023</u>
X Persor	nally Known OR Produce	d Identification
Type of Identific	cation Produced	

### LANDFILL COMPACTOR B-6-23-17

### CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

OTATE OF EL ODIDA

SIAII	E OF FLORIDA							
COUN	ITY OFSt. Johns							
	BEFORE ME, the undersigned authority, person	onally ap	peared	I				
Jay	Lusk	, who,	being	by me	first duly	/ sworn	, made th	е
follow	ing statement:				E			
1.	The Business address of Ring Power Corpo 500 World Commerce Parkway St. Augustin		2092		(nar	ne of Co	ontractor)	is
2.	My relationship to Ring Power Corporation (relationship such as sole proprietor, partner, p					of Cor	ntractor)	is

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce. Ring Power Corporation 5. (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel. **Ring Power Corporation** (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes. **Ring Power Corporation** 7. (name of Contractor) is not engaged in business operations in Cuba or Syria. Sworn to and subscribed before me in the state and county first mentioned above on the 22nd day of November , 20 22 .

My commission expires: 09/29/2023

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria,

(AFFIX SEAL or STAMP)

SARAH LU GRIFFITH Notary Public, State of Florida My Comm. Expires 09/29/2023 Commission No. GG917306

### 836K

### **Landfill Compactor**





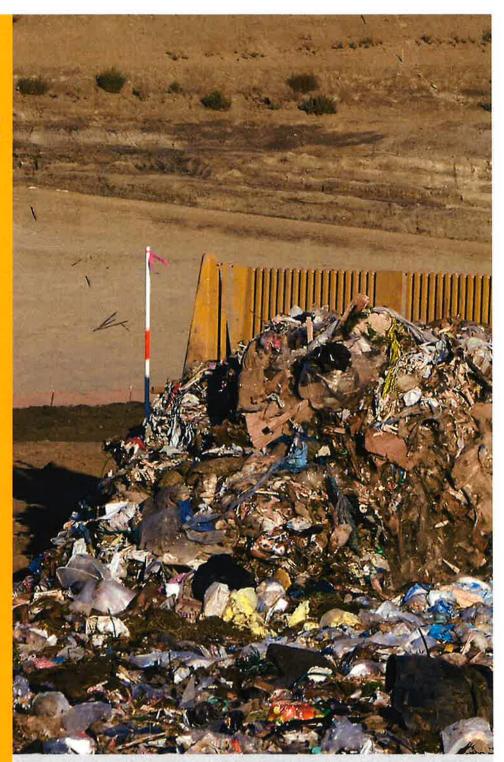
Engine			
Engine Model	Cat® C18 ACE	RT™	
Emissions	Meets U.S. EPA Tier 4 Final/EU Stage IV/ Korea Tier 4 Final emission standards or meets U.S. EPA Tier 3/EU Stage IIIA equivalent emission standards		
Rated Power (Lab)	414 kW	555 hp	
Rated Power (Net ISO 14396)	412 kW	553 hp	
Gross (SAE J1349)	419 kW	562 hp	

Operating Specifications		
Maximum Operating Weight	55 927 kg	123,319 lb
(Tier 4 Final/Stage IV/Korea		
Tier 4 Final) – Multiple Blade		
and Wheel Offerings		
Maximum Operating Weight	55 617 kg	122,615 lb
(Tier 3/Stage IIIA equivalent) —		
Multiple Blade and Wheel		
Offerings		

# Lower your operating cost with industry leading efficiency.

### Contents

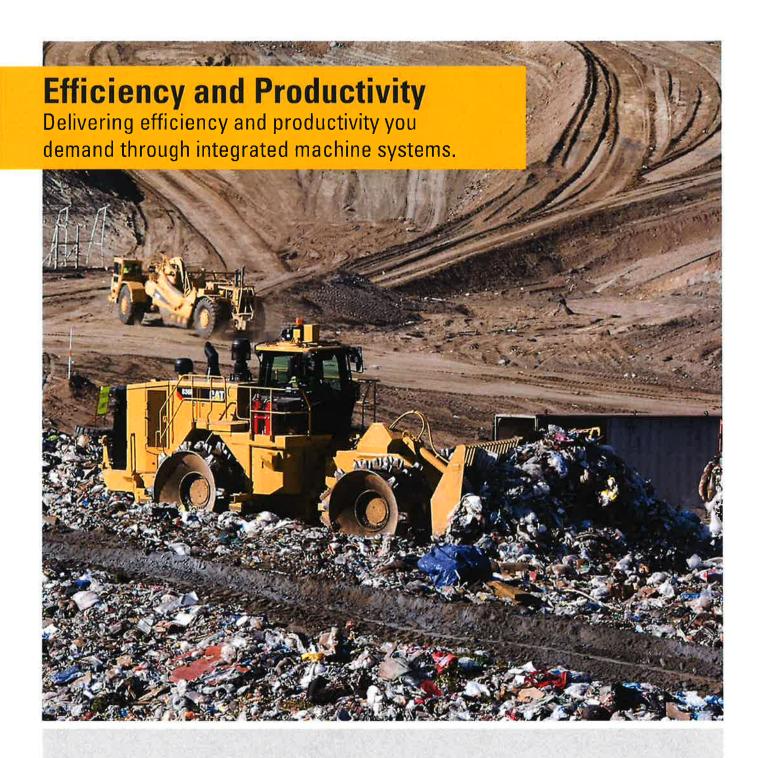
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Cat Landfill Compactors are designed with durability built in, ensuring maximum availability through multiple life cycles. With optimized performance and simplified serviceability, our machines allow you to operate more efficiently and safely.

Introduced in 1993, the 836 has been the industry leader for over 20 years. Focused on helping our customers succeed, we have continued to build upon each new series. The 836K continues our legacy of reliability, performance, safety, operator comfort, serviceability, and efficiency.



### Improved Hydraulic Efficiency

Efficiency at your landfill is critical for your business. Improved hydraulic efficiency is achieved with new flow sharing implement and steering variable displacement load sensing piston pumps. Since hydraulic flow is now on demand, you will see improved fuel efficiency.

195

### Impeller Clutch Torque Converter (ICTC)

Lower your cost per ton utilizing advanced ICTC

- Reduce wheel slippage and tip wear by modulating rimpull from 100 to 20 percent while depressing left pedal. After 20 percent rimpull is achieved the left pedal applies the brake.
- Reduce the potential for wheel slippage without reducing hydraulic efficiency.
- Improve fuel efficiency in certain applications with our lock-up clutch torque converter providing direct drive.

### Steering and Transmission Integrated Control System (STIC $^{TM}$ )

Experience maximum responsiveness and control with STIC that combines directional selection, gear selection and steering into a single lever.

- Simple side-to-side motion turns machine right or left, minimizing operator movements.
- Easy to operate finger controlled gear selection.
- Smoother, faster cycles help reduce operator fatigue through the use of low effort integrated controls.

### **Steering System**

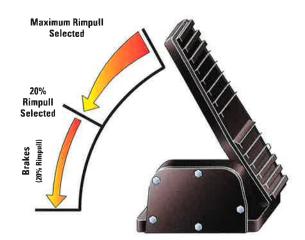
Confident machine operation starts with precise machine control enabled by the 836K's load sensing hydraulic steering system.

- Increase efficiency with our variable displacement piston pumps.
- Achieve precise positioning for easy steering in tight areas with
   43 degrees each way of steering articulation.
- Enhance operator comfort with integrated steering and transmission control functions.

### **Electro Hydraulic Controls**

Operators increase productivity with our responsive implements feature.

- Operate comfortably through electronically controlled hydraulic cylinder stops.
- · Handle easy-to-use soft detent controls.
- Conveniently set automatic implement kickouts from inside the cab.







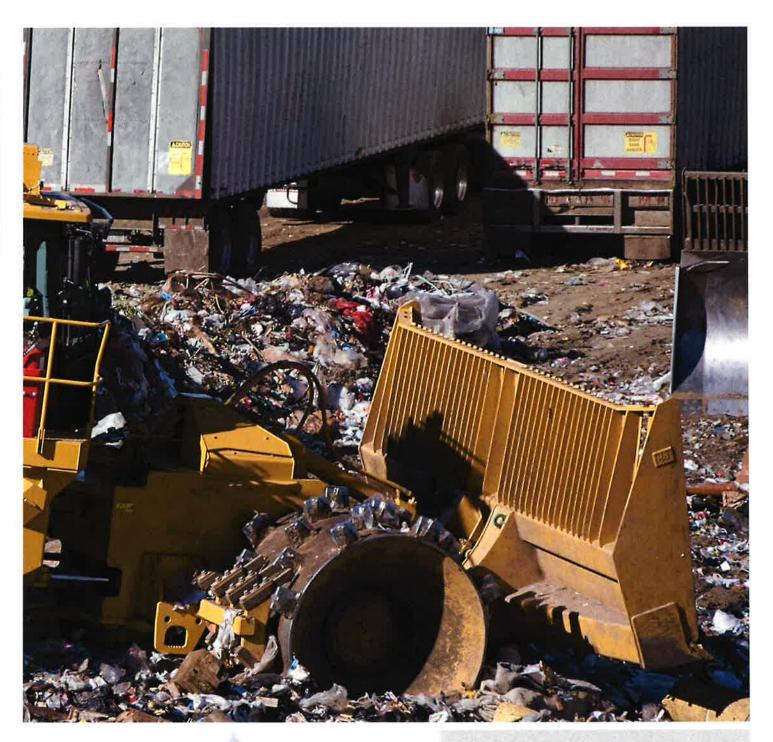


### **Robust Structures**

6

Your bottom line is improved by highly durable structures that achieve multiple life cycles and withstand the toughest loading conditions.

- Full box-section rear frame resists torsional shock and twisting forces.
- Heavy-duty steering cylinder mounts efficiently transmit steering loads into the frame.
- Axle mounting has been optimized for increased structural integrity.
- Lower hitch pin, frame plate, and bearing size have been increased for longer life.





We know the harsh environment your machines encounter at the working face of your landfill on a daily basis. This is why the 836K is specifically designed and made with purpose built structures to remain safe and durable for the long run.



#### **Cat Planetary Powershift Transmission**

Building your success begins with a best-in-class transmission.

- Consistent, smooth shifting and efficiency through integrated electronic controls that utilize Advanced Productivity Electronic Control Strategy (APECS).
- Long life and reliability through heat treat gear and metallurgy.
- Two forward and two reverse speeds to match your application.

#### **Cat C18 ACERT Engine**

The Cat C18 ACERT engine is built and tested to meet your most demanding applications. Two engine options are available that meet Tier 4 Final/Stage IV/Korea Tier 4 Final emission standards or Tier 3/Stage IIIA equivalent emission standards.

- Fully integrated electronic engine controls works in concert with the entire machine to make your fuel go farther.
- Use less fuel idling with Engine Idle Shutdown.
- Maximized durability with Delayed Engine Shutdown.



8



#### **Cat Torque Converter with Lock-up Clutch**

- Eliminates TC losses while lowering system heat.
- Improves travel speeds.
- Transfers more power to the ground and optimizes fuel efficiency in all applications.



# Your operators can work more efficiently and stay comfortable with our customer-inspired cab features.



#### **Entry and Exit**

Enter and exit the cab easily and safely with these newly designed, ergonomic features.

- Fold up STIC steer/armrest.
- Reduced access stairway angles.
- · Standard stairway lighting.



#### **Cat Comfort Series III Seat**

Enhance comfort and help reduce operator fatigue with Cat Comfort Series III seat.

- . Mid back design and extra thick, contoured cushions.
- Air suspension system.
- Easy-to-reach seat levers and controls for six way adjustments.
- Seat-mounted implement pod and STIC steer that moves with the seat.
- 76 mm (3 in) wide retractable seat belt.



#### **Control Panel**

Ergonomic placement of switches and information display keep your operators comfortable all day every day.

- Large backlit membrane switches feature LED activation indicators.
- Switches feature ISO symbols for quick function identification.
- Two position rocker switch activates the electro hydraulic park brake.

10 201

Operator Station
Best-in-class operator comfort and ergonomics.



#### **Environment**

Your operator's productivity is enhanced with our clean, comfortable cab environment.

- Experience reduced vibrations from isolation cab mounts and seat air suspension.
- Maintain desired cab temperature with automatic temperature controls.
- Pressurized cab with filtered air.
- · Reduced sound levels.
- Convenient floor storage tray/lunch box.

## **Integrated Technologies**

Monitor, manage, and enhance your job site operations.





Cat Connect makes smart use of technology and services to improve your job site efficiency. Using the data from technologyequipped machines, you'll get more information and insight into your equipment and operations than ever before.

Cat Connect technologies offer improvements in these key areas:



**Equipment Management –** increase uptime and reduce operating costs.

Productivity - monitor

job site efficiency.

production and manage



Safety - enhance job site awareness to keep your people and equipment safe.

#### LINK Technologies

LINK technologies wirelessly connect you to your equipment, giving you valuable insight into how your machine or fleet is performing so you can make timely, factbased decisions that can boost job site efficiency and productivity.

#### Product Link™/VisionLink®

Product Link is deeply integrated into your machine, giving you access to timely information like machine location, hours, fuel usage, idle time and event codes via the online VisionLink user interface to help you effectively manage your fleet and lower operating costs.

VIMS™ data, like events, histograms, and historical trends, can be downloaded for analysis, giving you the information you need to proactively maintain fleet health and optimize performance and uptime.



#### **DETECT Technologies**

DETECT technologies help keep people and equipment safe by enhancing operator awareness of the work area around working equipment and by monitoring and reporting unsafe conditions, like avoidance zones.

#### **Rear Vision Camera**

The rear vision camera greatly enhances visibility behind the machine to help the operator work more productively. Work with greater confidence and at peak potential while keeping people and assets safe.

#### **COMPACT Technologies**

COMPACT technologies combine advanced compaction measurement, in-cab guidance, and reporting capabilities to help you consistently meet compaction targets fast, uniformly, in fewer passes - saving on fuel and rework.

#### AccuGrade™ Compaction Control

The dealer-installed AccuGrade system uses the Cat Compaction Algorithm to measure effective compaction value and deliver realtime 3D pass mapping guidance to the cab, indicating where to work and when layers are compacted to optimum density. Pass mapping helps eliminate voids, optimize cell space, and document results. VisionLink 3D Project Monitoring provides landfill managers with detailed compaction analysis to more effectively monitor and manage their operation.

# Serviceability

Enabling high uptime by reducing your service time.

## We can help you succeed by ensuring your 836K has design features to reduce your downtime.

- Ground level swing-out reversing fan for quick inspection and easy cleanout.
- Safe and convenient service with ground level or platform access and grouped service points.
- Swing-out doors on both sides of the engine compartment provide easy access to important daily service checks.
- Ecology drains for ease of service and prevention of spills.
- Reduce downtime with VIMS system notifications so your operators and technicians can resolve any problems before failure.
- Quick visual inspection and minimize fluid contamination with sight gauges.
- Pressurized, temperature controlled engine compartment prevents small debris from entering and prevents extreme temperatures.





# **Customer Support**

Your Cat dealers know how to keep your machines productive.



#### **Legendary Cat Dealer Support**

A valued partner, your Cat dealer is available whenever you need them.

- Preventive maintenance programs and guaranteed maintenance contracts.
- · Best-in-class parts availability.
- · Improve your efficiency with operator training.
- · Genuine Cat Remanufactured parts.



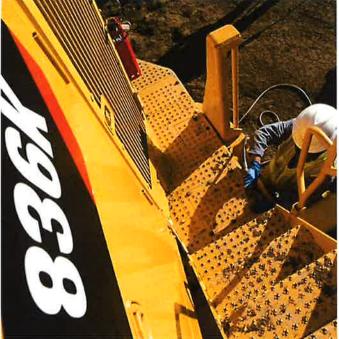
We are constantly improving our products in an effort to provide a safe work environment for the operator and those who work on your job site.

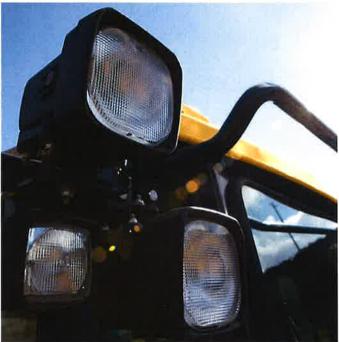
#### **Machine Access**

- Left and right hand removable or optional swing-out stairs with 45 degree angle enhance safety for operators getting on and off the 836K.
- Continuous walkway with non-skid surfaces are designed into the service areas.
- Maintain three points of contact at all times through ground level or platform accessible service areas.

14 205







#### **Visibility**

- Optional heated mirrors ensure enhanced visibility for safe operation.
- Standard Cat Vision with in-cab monitor increase operator awareness around the machine.
- Optional LED lights provide excellent workspace visibility.
- Optional cab mounted LED warning beacons.

#### **Operator Environment**

- Reduced vibrations to the operator with isolated cab mounts and seat mounted implement and steering controls.
- Low interior sound levels.
- Pressurized cab with filtered air.
- Standard 76 mm (3 in) seat belts on the operator seat.

# Sustainability

Stewards of the environment.



#### **Protecting the Environment**

Environmental responsibility is designed and built into our 836K's features.

- Burns less fuel than the previous model.
- Engine Idle Shutdown can help you save fuel by avoiding unnecessary idling.
- Built for multiple lives, the Cat 836K is one of the most rebuilt products. To assist with maximizing machine life, Caterpillar provides a number of sustainable options such as our Reman and Certified Rebuild programs. In these programs, reused or remanufactured components can deliver cost savings of 40 to 70 percent, which lowers operating cost while benefiting the environment.
- Caterpillar offers retrofit packages to bring new features to older machines, maximizing your resource. And, when you go through the Cat Certified Rebuild program, these retrofit kits are part of the rebuild process.

### **Waste Protection**

Maximize uptime, long life – it's what you expect from your bottom line.

#### Guarding

Working in the toughest application, the purpose built 836K Landfill Compactor has specialized waste guarding to protect key components and systems from damage, debris, chemicals, premature wear, or wrapping of the material around components. This additional guarding includes:

- Engine and Power Train Guards Hydraulically actuated guards help prevent trash build-up and shield components.
- Front Frame Guards Front frame guards prevent trash build-up inside the frame. This guard further protects components and hydraulic lines.
- Axle Wrapping and Seal Guarding The guarding prevents material from wrapping and binding around the axles, as well as assist in ease of cleaning.
- Major System Guarding and Sight Gauges The hydraulic tank, the hydraulic system oil tube, and transmission oil tube are guarded to resist damage from debris. The sight gauges for the hydraulic and transmission are easily visible from ground level. The fuel tank is positioned away from the debris in the front frame and is easily accessed.
- Air Inlet Screen The vertically corrugated, fine mesh, air inlet screen helps reduce trash from entering the radiator area and allows for debris to fall off.
- Striker Bars and Optional Cleaner Fingers Striker bars are located in front of and behind the rear wheels and behind the front wheels. Striker bars help to keep wheels free of debris to assist the wheel step tips in maintaining good traction. In cohesive material or severe packing conditions, optional cleaner fingers are available to further assist in keeping the wheel step tips clean.
- Extended Roof -- An oversized roof extends past the cab doors and windows to minimize debris build up.









<sup>1)</sup> Engine and Power Train Guards 2) Axle Guards 3) Air Inlet Screen 4) Striker Bars/Cleaner Fingers

# Wheels and Tips

More options to fit your operation.

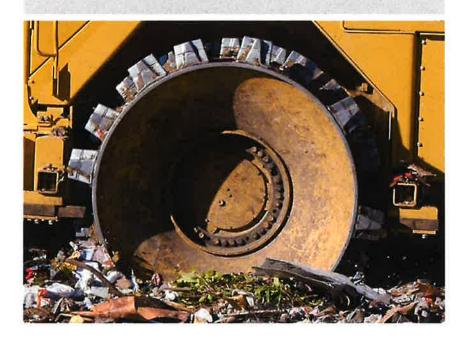
#### **New Long Life Paddle and Plus Design Compactor Tips**

Providing up to 40% longer life than previous offering.

Designed specifically to compliment Cat machines.

Improving machine performance!

- · Longer wear life
- · Maintaining traction



Four new wheel and tip configurations are available to meet your particular application:

- 1) Paddle Tip High performance and less fuel burn with more traction and less weight.
- 2) Plus Tip Traditional design for increased side slope stability.
- **3) Combination Tip** Both paddle and plus tips to give high performance with side slope stability.
- 4) Diamond Tip Longest life tip on the market with reputation of reliability that is world class in the waste tip industry.











(3)



(4)



Data from customer machines show Cat landfill compactors are among the most fuel efficient machines in the industry. Several features contribute to this excellent fuel efficiency:

- Positive Flow Control Hydraulics Provides only the hydraulic flow required by the implement and steering systems for improved fuel efficiency and greater rimpull.
- ACERT Engine Advanced engine controls maximizes power and efficiency.
- Engine Idle Shutdown Automatic engine and electrical system shutdown conserves fuel.
- Lockup Torque Converter Transfers more power to the ground and optimizes fuel efficiency in all applications.
- Advanced Productivity Electronic Control Strategy (APECS)
- All new APECS transmission controls provides greater momentum on grades and fuel savings by carrying that momentum through the shift points.
- AccuGrade Compaction Control uses the Cat Compaction —
   Algorithm to help you consistently meet compaction targets
   fast, uniformly, in fewer passes saving on fuel and rework.

Machine configuration, operator technique, and job site layout can impact fuel consumption.

 Machine Configuration – Select the correct blade and wheel configuration based on your individual application.

Engine Model	C18 ACERT  Tier 4 Final/Stage IV/ Korea Tier 4 Final or Tier 3/Stage IIIA equivalent	
Emissions		
Rated Power (Lab)	414 kW	555 hp
Rated Power (Net ISO 14396)	412 kW	553 hp
Gross (SAE J1349)	419 kW	562 hp
Net Power – SAE J1349		
Direct Drive - Gross Power	370 kW	496 hp
Direct Drive – Torque Rise	52%	
Converter Drive – Gross Power	370 kW	496 hp
Converter Drive – Torque Rise	52%	
Maximum Gross Torque @ 1,300 rpm	3085 N·m	2,275 lbf-ft
Maximum Altitude without Derating	2286 m	7,500 ft
Bore	145 mm	5.71 in
Stroke	183 mm	7.2 in
Displacement	18.1 L	1,104.5 in <sup>3</sup>
High Idle Speed	2,120 rpm	
Low Idle Speed	750 rpm	
Operating Specifications		Wall of loss
Operating Weight with Full Tank Capacities and U-blade (Tier 4 Final/ Stage IV/Korea Tier 4 Final)	55 927 kg	123,319 lb
Operating Weight with Full Tank Capacities and U-blade (Tier 3/ Stage IIIA equivalent)	55 617 kg	122,615 lb

Transmission Type	Planetary – ECPC	Planetary – Powershif ECPC	
Travel Speeds			
Forward – Converter 1st	6.2 km/h	3.9 mph	
Forward – Lockup 1st	6.5 km/h	4 mph	
Forward - Converter 2nd	10.9 km/h	6,8 mph	
Forward - Lockup 2nd	11.7 km/h	7.3 mph	
Reverse – Converter 1st	6.5 km/h	4 mph	
Reverse – Lockup 1st	6.9 km/h	4.3 mph	
Reverse – Converter 2nd	10.4 km/h	6.5 mph	
Reverse – Lockup 2nd	12.3 km/h	7.6 mph	

Hydraulic System	Flow Sharing Implement	
Maximum Supply Pressure	32 000 kPa	4,640 psi
Main Relief Pressure	24 100 kPa	3,495 psi
Pump Flow at 2,006 rpm	250 L/min	66 gal/min
Steering System	Double Acting – End Mounted	
Bore	127 mm	5 in
Stroke	740 mm	29.1 in
Vehicle Articulation Angle	86°	
Lift System	Double Acting Cylinder	
Bore	137,9 mm 5,5 in	
Stroke	1021 mm	40.2 in
Service Refill Capacities	BASIC P	3.650
Fuel Tank	793 L	209 gal
Cooling System	107 L	28 gal
Crankcase	60 L	16 gal
Diesel Engine Fluid Tank (Tier 4 Final/ Stage IV/Korea Tier 4 Final)	32.8 L	9 gal
Transmission	120 L	32 gal

• All non-road Tier 4 Final/Stage IV diesel engines are required to use:

186 L

190 L

240 L

49 gal

50 gal

63 gal

Differentials and Final Drives - Front

Differentials and Final Drives - Rear

Hydraulic System (tank only)

- Ultra Low Sulfur Diesel (ULSD) fuels containing 15 ppm (mg/kg) sulfur or less, Biodiesel blends up to B20 are acceptable when blended with 15 ppm (mg/kg) sulfur or less ULSD and when the biodiesel feedstock meets ASTM D7467 specifications.
- Cat DEO-ULS<sup>™</sup> or oils that meet the Cat ECF-3, API CJ-4, and ACEA E9 specifications are required.

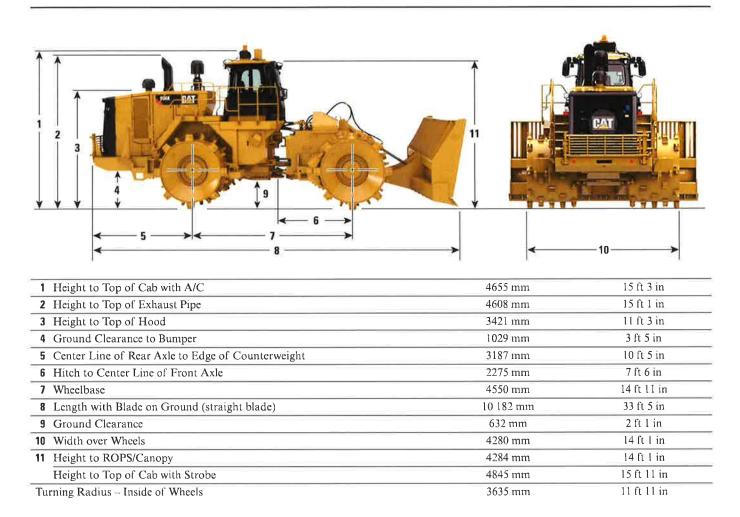
Axles	<b>建筑的建筑建筑设置。</b>
Front	Planetary – Fixed
Rear	Planetary – Oscillating
Oscillation Angle	13°
Brakes	
RECOMMON DESIGNATION OF THE PARTY OF THE PAR	Full Hydraulic
Brakes Control System	Full Hydraulic Split Circuit
RECOMMON DESIGNATION OF THE PARTY OF THE PAR	3

Cab			
	Standard	Suppression	
Interior Sound Level	72 dB(A)	71 dB(A)	
Exterior Sound Level	111 dB(A)	109 dB(A)	
Hydraulic System – Steering			
Steering System – Circuit	Steering Double Acting – End Mounted		
Steering System – Pump	Piston – Variable Displacement		
Maximum Flow @ × rpm	52 L/min @ 2,006 rpm		
Steering Pressure Limited	24 100 kPa	3,495 psi	
Total Steering Angle	86 degrees		

Wheels and Tips		
Drum Width	1400 mm	4 ft 8 in
Drum Diameter	1770 mm	5 ft 10 in
Diameter with Tips	2125 mm	7 ft 0 in
Tips per Wheel	40	

#### **Dimensions**

All dimensions are approximate.



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#### **Blade Selection**

	1				1	
	Straigh	t Blade	Semi U	l-blade	Ų-Ы	ade
Width - Moldboard Length	4990 mm	16 ft 4 in	5238 mm	17 ft 2 in	5172 mm	17 ft
Width Over End Bits	5193 mm	17 ft	5311 mm	17 ft 5 in	5258 mm	17 ft 3 in
Height with Cutting Edge and Screen	2236 mm	7 ft 4 in	2215 mm	7 ft 3 in	2210 mm	7 ft 3 in
Height with Cutting Edge, No Screen	1217 mm	4 ft	1253 mm	4 ft 1 in	1255 mm	4 ft 1 in
Maximum Depth of Cut	364 mm	1 ft 2 in	362 mm	1 ft 2 in	934 mm	3 ft 1 in
Maximum Lift above Ground	1730 mm	5 ft 8 in	1735 mm	5 ft 8 in	1198 mm	3 ft 11 in
Cutting Edges, Reversible					17.0	,
Length, Each End Section (3 edges)	1408.2 mm	4 ft 7 in	816.6 mm	2 ft 8 in	2 @ 779.1 mm and 1 @ 856 mm	2 @ 2 ft 7 in and 1 @ 2 ft 10 in
Length, Each End Section (2 edges)	NA		988 mm	3 ft 3 in	1094.4 mm	3 ft 7 in
Width × Thickness	254 mm × 25 mm	10 in × 1 in	254 mm × 25 mm	10 in × 1 in	254 mm × 25 mm	10 in × 1 in
End Bits (2), Self-sharpening			·			
Length, Each	472 mm	1 ft 7 in	472 mm	1 ft 7 in	472 mm	1 ft 7 in
Width × Thickness	254 mm × 25 mm	10 in × 1 in	254 mm × 25 mm	10 in × 1 in	254 mm × 25 mm	10 in × 1 in
Capacity, Rated	19.3 m³	25.9 yd³	22.4 m³	29.3 yd³	25.5 m <sup>3</sup>	33.6 yd³
Turning Diameter, Outside Corner of Blade at 43° ART	8737 mm	28 ft 8 in	8823 mm	28 ft 11 in	8795 mm	28 ft 10 in
Overall Machine Length	10 182 mm	33 ft 5 in	10 379 mm	34 ft 1 in	10 272 mm	33 ft 8 in

#### 836K Standard Equipment

#### **Standard Equipment**

Standard equipment may vary. Consult your Cat dealer for details.

#### **POWER TRAIN**

- Advanced Productivity Electronic Control Shifting (APECS)
- · Air to air aftercooler
- Brakes, fully hydraulic, enclosed, wet multiple disc brakes
- Cat Clean Emission Module, insulated (Tier 4 Final/Stage IV/ Korea Tier 4 Final)
- · Electro hydraulic parking brake
- · Engine, Cat C18 with ACERT Technology
- Tier 4 Final/Stage IV/Korea Tier 4 Final
- -Tier 3/Stage IIIA equivalent
- · Fuel priming pump, electric
- · Fuel to air cooler
- · Ground level engine shutoff
- · Guard (3 piece) transmission
- · Heat shield, turbo and exhaust manifold
- · Hydraulically driven demand fan
- Integrated braking
- · Radiator, Aluminum Modular Radiator (AMR)
- · Separated cooling system
- Starting aid (ether) automatic
- · Throttle lock
- Torque converter with lockup clutch (LUC)
- · Turbine precleaner, engine air intake
- Transmission, planetary, with 2F/2R speed range control
- · Underhood ventilation system

#### **ELECTRICAL**

- · Alarm, back-up
- · Alternator, 150 amp
- Batteries, maintenance-free (4-1,000 CCA)
- · Converter, 10-15 amp, 24V to 12V
- Lighting system, halogen (front and rear)
- · Lighting, access stairway
- Starter, electric (heavy duty)
- · Starter lockout (ground level)
- Starting receptacle for emergency start
- Transmission lockout (ground level)

#### **OPERATOR ENVIRONMENT**

- · Air conditioner
- · Cab, sound-suppressed and pressurized
- Internal four-post rollover protective structure (ROPS/FOPS)
- Radio ready for (entertainment) includes antenna, speakers and converter (12V, 10-15 amp) 12V power port for mobile phone or laptop connection
- · Camera, rear vision
- · Coat and hard hat hooks
- · Flip-up armrest
- · Heater and defroster
- · Horn, electric
- Hydraulic controls (floor mounted)
- · Implement hydraulic lockout
- · Laminated glass
- · Light, (dome) cab
- · Lunchbox and beverage holders
- · Instrumentation, Gauges
- -DEF fluid level (Tier 4 Final/Stage IV)
- Hydraulic oil temperature
- -Speedometer/tachometer
- Torque converter temperature
- Instrumentation, Warning Indicators
- Action alert system, three category
- -Axle/brake oil temp, front
- -Brake oil pressure
- -Electrical system, low voltage
- -Engine failure malfunction alert and action lamp
- Mirrors, rearview (externally mounted)
- · Parking brake status
- · Radio, CB (ready)
- · Seat, Cat Comfort, (cloth) air suspension
- Seat belt, retractable, 76 mm (3") wide
- STIC Control System with steering lock
- · Sun visor, front
- Tinted glass
- Transmission gear (indicator)
- Vital Information Management System (VIMS) with graphical information display: external data port, customizable operator profiles
- Wet-arm wipers/washers (front and rear)
- Intermittent wipers (front and rear)

#### 836K Standard Equipment

#### Standard Equipment (continued)

Standard equipment may vary. Consult your Cat dealer for details.

#### WHEELS

· Wheels, paddle, plus, combination, and diamond wheel configurations

#### GUARDS

- · Guards, axle (front and rear)
- · Guards, cab window
- · Guards, crankcase and power train, hydraulically powered
- Guards, rear fan and grill

#### BLADES

• Bulldozer arrangement is included in the standard equipment. Bulldozer blades are optional.

#### **FLUIDS**

• Antifreeze, premixed 50% concentration of extended life coolant with freeze protection to  $-34^{\circ}$  C (-29° F)

#### OTHER STANDARD EQUIPMENT

- Auto Blade Positioner (ABP)
- Demand fan/swing out (hydraulic reversible)
- Doors, service access locking
- · Ecology drains for engine, radiator, hydraulic tank
- Electronic clutch pressure control and remote mounted pressure taps
- Emergency platform egress
- Engine, crankcase, 250 hour interval with CJ-4 oil
- Fuel tank, 793 L (210 gal)
- · Hitch, drawbar with pin
- Hoses, Cat XT<sup>TM</sup>
- · Hydraulic oil cooler
- · Hydraulic, steering and brake filtration/screening system
- · Oil sampling valves
- Product Link
- Stairways, fixed-L/R (rear access)
- Steering, load sensing
- Vandalism protection caplocks
- · Venturi stack

#### 836K Optional Equipment

#### **Optional Equipment**

Optional equipment may vary. Some options may be included/excluded in arrangement packages. Consult your Cat dealer for details.

- 4-Hydraulic belly guard actuators
- Additional starter and batteries
- · Cab, rubber mounted glass
- · Cleaner finger arrangement
- Fast fill fuel
- Flashing strobe
- · Fuel line heater
- Heated and ventilated seat
- Heated mirrors
- · High speed oil change
- Dual stage precleaner with dust ejector
- · Panoramic mirror
- Premium LED lights

- Radio, AM/FM/CD/MP3
- · RESPA cab precleaner
- Seat belt reminder
- Sound suppression
- Swingout stairs
- · Various blades
- -Straight blade
- U-blade
- Semi U-blade
- · Various tip and wheel arrangements
- -Paddle
- -Plus
- -Diamond

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at www.cat.com

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Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

CAT, CATERPILLAR, SAFETY.CAT.COM, their respective logos, "Caterpillar Yellow" and the "Power Edge" trade dress, as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

VisionLink is a trademark of Trimble Navigation Limited, registered in the United States and in other countries.

AEHQ7077-02 (07-2015) Replaces AEHQ7077-01



#### **SUBMIT SEALED BID TO:**

**BREVARD COUNTY PURCHASING SERVICES** 2725 JUDGE FRAN JAMIESON WAY

PROCUREMENT ANALYST:

Debbie Feingold debbie feingold@brevardfl.gov (321) 617-7390 Ext. 5-9332



AN EQUAL OPPORTUNITY **EMPLOYER** 

#### **INVITATION TO BID**

#### **Bid Acknowledgment**

FLORIDA TAX EXEMPT #85-8012621749C-1 FEDERAL TAX EXEMPT #59-6000523

BID SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or at the Onvia DemandStar" website and VendorLink

RELEASE DATE: BID TITLE:

November 3, 2022 Track Type Dozer with Waste Handler Package

PRE-BID DATE, TIME, AND LOCATION: None Scheduled

ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.

BID NUMBER: B-6-23-18

BID OPENING DATE AND TIME:

December 2, 2022 @ 10:30 A.M. BIDS RECEIVED AFTER ABOVE

DATE AND TIME WILL NOT BE ACCEPTED

	<u>1PLETE THIS AREA AND R</u>		
LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS:	FEDERAL ID NO. (FEIN) OR SOC	CIAL SECURITY NO. (SSN):	
Ring Power Corporation	59-0934246		
500 World Commerce Parkway	If returning as a "no bid," state reason		
St. Augustine, FL 32092	it returning as a no blu, state reason	,	
TELEPHONE NUMBER/TOLL-FREE NUMBER: ( 904) 737-7730			
I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the County of Brevard, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florids for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment to the Contractor.  TITLE  The Contractor acknowledges that information provided in this ITB is true and correct.  AUTHORIZED SIGNATURE (MANUAL)  Jay Lusk  NAME (PRINTED)  VP/Asst. Gov. Sales Manager  11/22/2022  DATE			
*THIS FORM MUST BE NOTA	RIZED AND RETURNED	WITH YOUR BID*	
Sworn to and subscribed before me this 22 <sup>nd</sup> day of Nov	vember 20 22	(AFFIX SEAL or STAMP)	
Personally known: X			
Or produced identification: Type of ID:  STATE  STATE  STATE		SARAH LU GRIFFITH Notary Public, State of Florida My Comm. Expires 09/29/2023 Commission No. GG917306	
NAME OF NOTARY PUBLIC (PRINTED)		Commission No. 00917300	
My commission expires: 09/29/2023			
	BOND DATA	***************************************	
CONTRACTOR MUST PROVIDE:		AMOUNT:	
Yes 🔲 No 🛛 BID BOND			
Yes 🔲 No 🔯 PERFORMANCE BON			
Yes No LABOR, MATERIAL,	PERFORMANCE BOND		
In cases where the amount of a surety bond exceeds \$500,000, the s	surety company must have an A.M.	Best's rating as specified in this document,	
and depending on the amount of the bond, shall have a minimum A BOND AMOUNT UP TO: FINANCIAL CLA			
\$ 1,000,000 I	\$ 25,000,00		
\$ 2,000,000	\$ 50,000,00		
\$ 5,000,000	\$ 100,000,0		
\$ 10,000,000 IV	2 200,000,0	7 8.0	
Bonds must be issued by a surety company who complies with the requirem	nents of § 287.0935, Fla. Stat.		
PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT	OF THIS SOLICITATION WILL BE	MADE PER FLORIDA STATUTE.	

# CATERPILLAR LIMITED WARRANTY

Earthmoving, Construction, Material Handling, Forestry and Paving Machines

Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants the following new products sold by it to be free from defects in material and workmanship:

- Earthmoving, construction, material handling, forestry and paving machines (except as listed below)
- HPU300 for use with 300.9D VPS
- (unless covered by the Cat® Work Tool warranty statement or another manufacturer's warranty). Hammer tool points and compacting plates used Attachments/work tools installed on such machines prior to delivery on hydraulic hammers are not warranted.

Additional warranties are applicable against breakage for certain Cat Ground Engaging Tools and for wear on all landfill compactor tips. Refer to the applicable warranty statements for coverage detail.

This warranty does not apply to:

- Mobil-trac belts, rubber tracks used on multi terrain loaders, compact track loaders, and mini hydraulic excavators
- Cat Work Tools
- 424 Backhoe Loaders, 216 and 226 Skid Steer Loaders, and 320 & 323 Excavators sold in India
- Prentice brand forestry machines
- Longwall mining machines
- 777, 785, 789, 793, 794, 795, 796, 797 and 798 Off-Highway Trucks sold in regions other than the Commonwealth of Independent States ("CIS")
- 16, 18 & 24 Motor Graders sold in regions other than the CIS
- 854, 992, 993, 994 Wheel Loaders sold in regions other than CIS
- Cat Utility Vehicles (UTV)
- Compact Construction Equipment including Compact Track & Multi Terrain Loaders, Mini Hydraulic Excavators, Skid Steer Loaders, and HPU300 sold in USA or Canada.

These products are covered by other Caterpillar warranties.

This warranty is subject to the following:

# Warranty Period

For new machines, HPU300, and work tools/attachments the warranty period is 12-months/unlimited hours, starting from date of delivery to the first user.

# Note:

- loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first For hydraulic line's quick connect/disconnect components sold on telehandlers, compact wheel loaders, mini hydraulic excavators, skid steer user.
- Telehandler Work Tools installed with the machine at time of sale, the warranty period is 3 months starting from date of delivery or sale to the For work tool line's quick connect/disconnect components sold first user.
- For Draglines, Electric Rope Shovels, Hard Rock Movers, Hard Rock Feeders, Hard Rock Miners, Hard Rock Conveyors, Hard Rock Roof Supports; the warranty period is not to exceed 24 months from shipment of the last major component from the Caterpillar place of manufacture.

# Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar

Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect. Note: New, remanufactured, or Caterpillar approved replacement parts the warranty period applicable to the product in which installed as if such parts provided under the terms of this warranty are warranted for the remainder of were original components of that product. Items replaced under this warranty become the property of Caterpillar.

(Continued on reverse side...)

SELF5760

- Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect.
- Provide reasonable and customary labor needed to correct the defect.

# **User Responsibilities**

The user is responsible for:

- Providing proof of delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Transportation costs, except as stated under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are considered usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

# **Limitations**

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper storage or repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments, and unauthorized fuel setting changes.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N.E. Adams St., Peoria, IL USA 61629, , telephone 1 (309) 675-1000, or go to URL, www.cat.com, Find Your Dealer.

Caterpillar's obligations under this Limited Warranty are subject to, and shall not apply in contravention of the laws, rules, regulations, directives, ordinances, orders, or statutes of the United States, or of any other applicable jurisdiction, without recourse or liability with respect to Caternillar

A) For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable: NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELAITED COMPONENT WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

For personal or family use engines or electric power generation products, operating in the USA, its territories and possessions, some states do not allow limitations on how long an implied warranty may last nor allow the exclusion or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary by jurisdiction. To find the location of the nearest Cat dealer or other authorized repair facility, call (800) 447-4986. If you have questions concerning this warranty or its applications, call or write:

In USA and Canada: Caterpiliar Inc, 100 N.E. Adams St., Peoria, it. USA 61629, Attention: Customer Service Manager, Telephone 1 (309) 675-1000. Outside the USA and Canada: Contact your Cat dealer, go to URL, www.cat.com, Find Your Dealer.

B) For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable: THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTEAND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED, OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS PARAGRAPH, WHERE A PRODUCT IS SUPPLIED FOR BUSINESS PURPOSES, THE CONSUMER GUARANTEES AND INDER THE CONSUMER GUARANTEES ACT 1993 (NZ) WILL NOT APPLY.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR,

EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

IF THE MANDATORY RIGHTS MAKE CATERPILLAR LIABLE IN CONNECTION WITH SERVICES OR GOODS, THEN TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, THAT LIABILLTY SHALL BE LIMITED AT CATERPILLAR'S OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE EQUIVALENT GOODS, THE EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

C) For products supplied in Australia:

IF THE PRODUCTS TO WHICH THIS WARRANTY APPLIES ARE:

I. PRODUCTS OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION; OR

II. PRODUCTS THAT COST AUD 40,000 OR LESS,

WHERE THOSE PRODUCTS WERE NOT ACQUIRED FOR THE PURPOSE OF RE-SUPPLY OR FOR THE PURPOSE OF USING THEM UP OR TRANSFORMING THEM IN THE COURSE OF PRODUCTION OR MANUFACTURE OR IN THE COURSE OF REPAIRING OTHER GOODS OR FIXTURES, THEN THIS SECTION C APPLIES.

THE FOLLOWING MANDATORY TEXT IS INCLUDED PURSUANT TO THE AUSTRALIAN CONSUMER LAW AND INCLUDES REFERENCES TO RIGHTS THE USER MAY HAVE AGAINST THE DIRECT SUPPLIER OF THE PRODUCTS: OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW, YOU ARE ENTILLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTILLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE. THE INCLUSION OF THIS TEXT DOES NOT CONSTITUTE ANY REPRESENTATION OR ACCEPTANCE BY CATERPILLAR OF LUBBILITY TO THE USER OR ANY OTHER PERSON IN ADDITION TO THAT WHICH CATERPILLAR MAY HAVE UNDER THE AUSTRALIAN CONSUMER LAW.

TO THE EXTENT THE PRODUCTS FALL WITHIN THIS SECTION C BUT ARE NOT OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION, CATERPILLAR LIMITS ITS LIABILITY TO THE EXTENT IT IS PERMITTED TO DO SO UNDER THE AUSTRALLAN CONSUMER LAW TO, AT ITS OPTION, THE REPAIR OR REPLACEMENT OF THE PRODUCTS, THE SUPPLY OF EQUIVALENT PRODUCTS, OR THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT PRODUCTS.

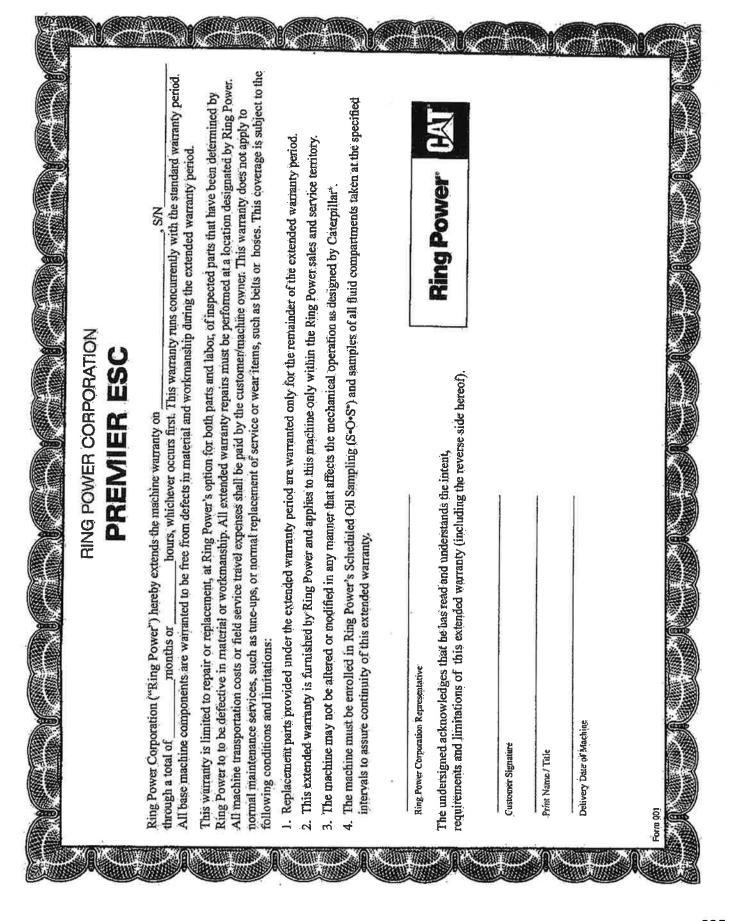
THE WARRANTY SET OUT IN THIS DOCUMENT IS GIVEN BY CATERPILLAR INC. OR

(Continued on reverse side...)

ANY OF ITS SUBSIDIARIES, 100 N. E. ADAMS ST, PEORIA, IL USA 61629, TELEPHONE 1 309 675 1000,THE USER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH MAKING A CLAIM UNDER THE WARRANTY SET OUT IN THIS DOCUMENT, EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS DOCUMENT, AND THE USER IS REFERRED TO THE BALANCE OF THE DOCUMENT TERMS CONCERMING CLAIM PROCEDURES, CATERPILLAR RESPONSIBILITIES AND USER RESPONSIBILITIES.

TO THE EXTENT PERMISSIBLE BY LAW, THE TERMS SET OUT IN THE REMAINDER OF THIS WARRANTY DOCUMENT (INCLUDING SECTION B) CONTINUE TO APPLY TO PRODUCTS TO WHICH THIS SECTION C APPLIES.

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their respective logos, "Caterpillar Corporate Yellow", the "Power Edge" and Cat "Modern Hex"
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of Caterpillar and may not be used without permission.



# Owner Responsibilities

- · Owner shall be responsible for all machine transportation costs to and from a Ring Power service facility. (or field travel expenses)
- Owner shall be responsible for giving Ring Power timely notice of a warrantable failure and promptly making the machine available for repair.
  - Owner shall be responsible for sending oil samples to the Ring Power S•O•S• lab to assure extended warranty coverage.
- Owner shall be responsible for compliance with all recommendations included in the applicable Caterpillar lubrication and maintenance guide.
  - Owner shall be responsible for the difference between regular time and overtime costs for repairs required at other than normal working hours.

# Ring Power Responsibilities

- Ring Power shall be responsible for utilizing new, remanufactured or exchange parts or repair of existing part(s) to expediently complete repairs.
  - Ring Power shall be responsible for reasonable and customary labor required to make necessary repair during normal working hours.
- · Ring Power shall be responsible for replacing lubricating oils, filters; anti-freeze and other notmal service items made unusable in a warrantable failure.

# General Limitations

only covers work performed by Ring Power in a Ring Power repair facility or in the field, whichever is deemed to be the most expedient by Ring Power. Ring Power shall not be responsible for any repairs required due to machine misuse, abuse, accident, negligence, act of God or any use of the Repairs made by Ring Power pursuant to this extended warranty coverage shall not further extend the stated warranty period. This extended warranty machine that is judged by Ring Power to be improper.

INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS, PROVIDING EXPRESSED OR IMPLIED BY LAW, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, RING POWER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. RING POWER IS NOT RESPONSIBLE FOR THIS EXTENDED WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES FROM RING POWER WHETHER A LOANER, ETC.)

#### Equipment Protection Plans (EPP)

#### 3 EASY STEPS TO PROTECT YOUR NEW CAT® EQUIPMENT

You count on your Cat® machines to get the job done, day in and day out. Choose a protection plan that's just as dependable and long-lasting. EPP offers the only coverage designed specifically for new Cat equipment - giving you the highest level of repair cost protection available. Comprehensive EPP options protect your investment and your peace of mind.

#### SELECT YOUR PROTECTION OPTION

Choose from our **Powertrain**, **Powertrain** + **Hydraulics**, **Powertrain** + **Hydraulics** + **Technology** and **Premier** plans to get the exact age and hours for the protection you need.

#### PREMIER (includes all Powertrain, Powertrain + Hydraulics, and Powertrain + Hydraulics + Technology components listed below)

#### **ENGINE RELATED**

Governor/Speed Limiter
Fuel Injection Lines

#### STEERING & SUSPENSION

Power Steering Logic Module
Steering Linkage
Supposition Control & Control Val

Suspension Control & Control Valve Suspension Cylinder

#### ELECTRONICS

Cat Grade Control
Product Link<sup>TM</sup>
Traction Control System
Protection Devices & Alarms
Speed Sensors

#### BRAKING

Cylinder Head Assembly Control Valves Accumulator Parking Brake

#### CAB

Steering Column
Gauges/Indicators/Instruments
Circuit Board
Wiring Harness/Switches
Relays/Circuit Breakers
Fuse/Circuit Breaker Panel

#### POWERTRAIN + HYDRAULICS + TECHNOLOGY (includes all Powertrain and Powertrain + Hydraulics components listed below)

#### CAT CONNECT TECHNOLOGY COMPONENTS - COMPACT, GRADE, PAYLOAD, LINK

Components covered under standard warranty that are factory or dealer installed prior to delivery

Integrated Machine Displays

Monitors Sensors

Cables/Harness Wiring Engine Control Module (ECM) GNSS Antennas

GNSS Receivers
Inertial Measurement Unit

Laser Catcher/Receiver Satellite Receiver Position Sensing Cylinders Integrated Joystick Buttons/Controls

Software Status Lights Load Lights VIMS (Vital Information Management System) Asset Control System

Product Link System Cellular and Satellite Global Positioning System

#### POWERTRAIN + HYDRAULICS (includes all Powertrain components listed below)

#### STEERING & IMPLEMENT CONTROLS

Hydraulic Pumps Hydraulic Motors Hydraulic Cylinders Hydraulic Valves
Hydraulic Accumulators
Hydraulic Lines
Hydraulic Hoses
Electronic Controls

-Implement & Steering

Joystick
Pilot Control Valve
Hydraulic Tank
Hydraulic Oil Filter Base
Hydraulic Swivel

Hydraulic Oil Temp Sensor Hydraulic Oil Cooler Transmission Oil Lines Drive Train Oil Lines Steering Gear & Valve

#### **POWERTRAIN**

#### **ENGINE**

Fan & Fan Drive

Hydraulic Fan Motor
Jacket Water Pump, Drive Group
Thermostat/Regulator
Timing/Accessory Gears
Timing Chain/Belt
Engine Oil Cooler
Engine Oil Pump
Engine Oil Pump
Engine Oil Filter Housing/Base
Cylinder Block
Cylinder Head Casting
Crankshaft Main & Rod Bearings
Piston & Connecting Rod

Pistons & Piston Rings
Camshaft & Camshaft Bearing
Inlet/Exhaust Valve
Push Rod & Balancer
Rocker Arm & Rocker Shaft
Assembly
Valve Cover & Base
Valve Spring
Valve Guide
Flywheel
Air Line/Pipe
Aftercooler Group
Turbocharger
Manifolds, Inlet & Exhaust

Fuel Pump
Governor
Fuel Injection Pump
Fuel Transfer Pump
Solenoids/Sensors
Electronic Control Module (ECM)
TRANSMISSION, TORQUE

TRANSMISSION, TORQUE
CONVERTER & TRANSFER CASE
Transmission Case

Transmission Case Transmission Gears Transmission Shaft Transmission Hydraulic Control Transmission Electronic Control Transmissions Oil Pump
Transmissions Oil Filter Base
Torque Converter
Transfer Gear Group
DRIVE TRAIN
Differential Case
Differential Steering Components
Axle Housing Assembly
Axle Shaft
Drive Axle
Final Drive Case/Bore
Final Drive Gears

Universal Joint

## 2 KNOW YOUR RESPONSIBILITIES

To qualify for coverage under an EPP, you need to:

Operate your equipment according to the Cat Operation & Maintenance Manual (OMM) (e.g., no improper fuel use)

Ensure recommended preventive maintenance is performed at intervals specified in the OMM

Provide proof of preventive maintenance compliance (receipts, copies of work orders, invoices) on request

Promptly provide your equipment for repair in the event of a covered failure

You can count on us to perform necessary inspections to confirm eligibility, install parts approved by Caterpillar on covered repairs and validate your enrollment in the program.

#### 3 PURCHASE AND BUDDITER VOLUMERS

Work with your local Cat dealer to complete the process and get the protection and peace of mind you deserve.

#### **EXCLUSIONS\***

If a component isn't listed, it may not be included in your plan. Other exclusions include:

- Failures caused by normal wear-out or improper or abusive use of the machine
- Lubricating oil, antifreeze, filters, consumables and other maintenance items replaced during the covered component repair, unless such items are rendered unusable by a covered component failure
- Freight charges for parts shipments
- Travel time and mileage involved in getting to a jobsite
- Hauling, retrieval, equipment rental or overtime labor costs
- Repair costs resulting from the failure of any non-covered components
- Downtime loss
- Any incidental or consequential damages or costs incurred as a result of a covered component failure
- Modifications unless approved by Caterpillar
- \* These are examples of covered and excluded components or items. The actual dealer contract will govern. See your Cat dealer for a complete list of covered components and more information.

#### Please contact your Cat dealer for more details.

This marketing tool does not represent a contract or obligation of any kind between Cet Financial Insurance Services, its parent or affiliates, and the equipment owner. For details on any dealer agreement, including a complete description of the terms, conditions, and/or exclusions, contact your local Cet dealer. All graphics and lists in this marketing tool are provided aclely for general information purposes and are not intended to be a colloitation or an offer to sall any product or service. "CAT DEALERS ONLY: For terms, conditions, and/or exclusions of Equipment Protection, per a the appropriate Cet Financial Cet Financial Equipment Protection Per a Service Guide found at https://warranty.cet.com/en/global-guide/oatarpillar-financialinsuranceservices.html. These guides are the only safe source for Equipment Protection programs.

To the extent that the above publication(s), bullatin(s), and/or any designated contract(s) are ambiguous or inconsistent with the policy language, the policy language shall determine the coverage under this policy.

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#### TRACK TYPE DOZER WITH WASTE HANDLER PACKAGE B-6-23-18. SPECIAL CONDITIONS

#### 1. PURPOSE

Brevard County Purchasing Services, on behalf of the Solid Waste Management Department, is soliciting bids from qualified contractors to provide one (1) track type dozer equipped with a waste handler package.

#### 2. **DELIVERY**

Prices for delivery and unloading shall be F.O.B. destination, freight prepaid and allowed, including all packing, shipping, handling, and fuel surcharges to Brevard County Sarno Landfill, 3379 Sarno Road, Melbourne, FL 32935 and include unloading and start-up. (See attached Special Provisions for additional delivery requirements.)

Indicate delivery time in the space provided on the Price Sheet. Delivery is required within one hundred eighty (180) days of the issue date of the purchase order. The County reserves the right to consider delivery as a factor in award. The County further reserves the right to accept that bid which best serves the County's interest, and to reject any and all bids.

#### 3. ADDITIONAL PURCHASES

Brevard County reserves the right to purchase additional dozers at the same bid price, terms, and conditions for a period of one (1) year from the date of acceptance.

#### 4. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this bid, contact Debbie Feingold, Purchasing Services at 321-617-7390 or by email at <a href="mailto:debbie.feingold@brevardfl.gov">debbie.feingold@brevardfl.gov</a>. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services and posted online at <a href="mailto:Onvia DemandStar">Onvia DemandStar</a> website and <a href="mailto:VendorLink">VendorLink</a>. The County will not notify Contractors of addenda. It is the sole responsibility of the Contractor to check the website prior to submitting a bid to verify receipt of all documents to include written addendum.

Contractors shall promptly notify Purchasing Services, prior to submission of their bid, of any ambiguity, inconsistency or error, which they may discover upon examination of the bid documents. No interpretation of the meaning of specifications or other documents will be made to any Contractor orally, nor may Contractor rely on any such pre-bid statements in completing the bid. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or emailed to the attention of Debbie Feingold at <a href="mailto:debbie.feingold@brevardfl.gov">debbie.feingold@brevardfl.gov</a>. To be given consideration, such requests should be received in writing, in order to receive a response, no later than <a href="mailto:November15">November 15</a>, 2022 @ 5:00 P.M.

#### 5. RECEIVING OF BIDS

Bids must be received by Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, Bidg. C, Suite C303, Viera, FL 32940 no later than December 2, 2022 @ 10:30 A.M. Bids must be submitted on County format to be considered. The official time clock will be the date and time stamp clock located in the Purchasing Office.

Electronic bid filing is now available on VendorLink at <a href="https://www.myvendorlink.com">www.myvendorlink.com</a> . Electronic bidding is preferred; however hard copy bids will still be received.

If submitting hard copies, bids shall be submitted in one original and should be accompanied by an equivalent electronic PDF file on compact disc or USB flash drive. **DO NOT MODIFY OR REISSUE THE PRICE SHEET; USE THE PRICE SHEET FORM PROVIDED.** 

Note\* Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third (3rd) floor at the above address. Contractors are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Contractor's risk. To be considered, a bid must be accepted in Purchasing Services no later than the ITB closing date and time. If the bid is delivered anywhere else, it may not reach Purchasing Services in time.

#### 6. CONTRACT

A draft copy of a contract that will need to be executed between Brevard County and the awarded bidder is attached for your review. The draft contract that is attached is not required at the time of your bid submittal.

7. The dozer shall be new, unused and of current model and meet the attached specifications. The dozer shall be equipped in accordance with the manufacturer's latest literature, a copy of which must accompany the contractor's bid showing that the equipment meets or exceeds each and every requirement of the specifications of these solicitation documents.

NOTE: Any omissions or errors in these specifications do not relieve the successful contractor from furnishing a complete dozer, ready for immediate use.

8. Where the unit deviates from specifications, clearly indicate the nature of the deviation on the Exception Form. The County reserves the right to waive minor deviations from the specifications, which in the County's sole and absolute judgment do not materially affect the dozer's performance or maintenance.

Company Name Ring Power Corporation	
Address 500 World Commerce Parkway St. Augus	stine, FL 32092
Telephone (904)737-7730	Fax (904)494-7576
Authorized Signature	
Printed Signature Jay Lusk, VP/Asst. Government	tal Sales Manager

# TRACK TYPE DOZER WITH WASTE HANDLER PACKAGE B-6-23-18 SPECIAL PROVISIONS

- 1. The contractor shall be responsible for delivering the dozer in a properly serviced, cleaned and optimized operating condition.
- 2. Pre-delivery shall include complete lubrication, filling all fluid levels to proper level, adjustment of engine to proper operating condition, check to insure perfect operation of all mechanical features, and completely clean dozer of all unnecessary stickers, tags and papers.
- 3. The following manuals shall be delivered with the dozer: Two (2) hard copies of Operating Manual; one (1) hard copy of Parts Manual; one (1) hard copy of Service or Technical Manual. The manuals shall include the schematics for the electrical and hydraulic systems on the dozer.
- 4. An experienced serviceman/operator shall accompany the delivery of the dozer and shall be available to answer questions regarding service, operation and maintenance of the dozer for a period of not less than one (1) working day.
- 5. The dozer's compliance with the bid specifications and ability to perform in the conditions normally encountered in a Class I or Class III landfill, including extreme summer conditions, shall be demonstrated by continuously operating at least ten (10) consecutive hours.
- 6. When the contractor performs work at the County landfill, the contractor's billable hours will not accrue until the contractor arrives at the landfill and begins working on the dozer.
- Replacement part(s) or requested part(s) must be delivered to the County within three (3) working days (72 hours) from verbal request by the County. Failure to provide the part(s) will result in a ten percent (10%) per working day reduction of the contractor's list price to the County for each day or part thereof that the replacement or requested part(s) are not delivered to the County.
- 8. The contractor shall assume full responsibility for warranty of all components of the dozer. A statement shall be attached to the bid setting out the conditions of the warranty. The manufacturer's standard warranty shall also be furnished.
- 9. Contractor must provide an extended warranty for the total maintenance and repair, including scheduled and unscheduled maintenance on the new dozer, which warrants that the dozer will be free from mechanical breakdown due to manufacturer's defects in material and workmanship under normal use and service from date of acceptance by the County until the dozer has been operated for four (4) years/nine thousand (9,000) service meter hours, whichever occurs first from the date of acceptance of the dozer by County. No mileage, no call out fees and surcharges shall be charged. Contractor will be responsible for any transportation of dozer to accomplish warranty work.
- 10. Should the contractor fail to complete any repair that is under warranty and return the dozer to duty within seventy-two (72) continuous hours (exclusive of Sundays and County holidays) from verbal notification by the County to the contractor that a warranty repair is needed, a delay charge of five hundred dollars (\$500) per day shall be paid to the County by the contractor for each workday delay or any part thereof that the dozer is not returned to duty. Should parts not be available to the contractor by reason of strike, natural disaster or national emergency, the delay charge shall not be made. The contractor shall have the option of furnishing like dozer acceptable to the County without charge to the County during any delay period, and in such case shall not be charged. All delay charges shall be paid to the County in the form of a cashier's check made payable to Brevard County Solid Waste within forty-five (45) days of receipt of written notification by the County. Store credits in lieu of payment to the County will not be allowed.

- 11. All repair work must be conducted at the County work site unless otherwise agreed by the County.
- 12. The contractor shall be responsible for any transportation of dozer, which may be required to accomplish warranty work and/or to furnish temporary replacement dozer without charge to the County. Contractor is responsible for all loss and/or damage to the equipment while in their possession. This includes during transport by the contractor or agent up to delivery accepted by the County, and while in the possession of the contractor or agent for repairs until returned to the County.
- 13. The contractor shall have a full-service facility or personnel within ninety (90) miles of the Sarno Landfill, 3379 Sarno Road, Melbourne, FL 32935. A "full service facility" is defined as a facility that the contractor believes is adequately stocked and staffed to perform under the conditions of these specifications.
- 14. The contractor shall respond by initiating repairs on site within four (4) hours from verbal notification by the County on any warranty repairs.
- 15. Contractor shall be bound to the conditions of the bid and shall perform their obligations under the bid for a period of four (4) years/nine thousand (9,000) service meter hours, whichever occurs first from date of acceptance of the dozer by the County.
- 16. Training: The contractor shall provide mechanic or dozer operator (County's choice) for three (3) County personnel at an authorized training facility, including transportation, food and lodging. The training shall consist of regularly scheduled maintenance of dozer and trouble-shooting or dozer operation. The manufacturer will supply text and updates, which the attendee can take home for future reference.
- 17. Contractor shall provide a trade in price for a 2013 Caterpillar D7E track type dozer, VIN # CAT00D7EVTAN01306, (PR #405-0057A). This dozer had a second life machine rebuild done to it in January 2018 and since that time has been under TMR services for 48 months/9,000 hours. The dozer has approximately 9012 hours on it (as of October 1, 2022). To schedule a time to view this dozer contact Debbie Holstein at 321-633-1888 (office) or 321-863-0771 (cell). Brevard County reserves the right whether to exercise this option as in the best interest of the County.

The trade-in dozer will not be released by the County to the contractor until such time as all the conditions of this bid have been met.

18. Contractor shall submit a guaranteed buy back price to repurchase the bulldozer at the end of the four (4) years/nine thousand (9,000) service meter hours. Brevard County reserves the right whether to exercise this option as in the best interest of the County.

Company Name King Power Corporation			
Address 500 World Commerce Parkway St. Au	gustine, FL 320	92	
Telephone (904)737-7730	Fax (904	1)494-7576	
Authorized Signature			Ī
Printed Signature Jay Lusk, VP/Asst. Governm	ental Sales Mai	nager	

# TRACK TYPE DOZER WITH WASTE HANDLER PACKAGE B-6-23-18 MINIMUM MACHINE SPECIFICATIONS

These specifications describe the minimum requirements for a track type dozer. Dozer shall be the current standard production model with minimum registered GVWR of 61,000 lbs. and shall meet all state and federal health, safety and anti-pollution requirements. All equipment and substitutions shall be those of regular publication production options. All parts or attachments not specifically mentioned but necessary to complete the equipment must be furnished and must conform to the highest standards of quality of material and workmanship provided in good engineering practice. It shall be the Contractor's responsibility to carefully examine each item of the specification. Contractors must indicate whether they comply or non-comply for each line item in the specification. Failure to provide a completed bid may cause rejection of bid. All non-comply responses and/or Contractors proposed "approved equivalents" must be fully explained on exception form, noting section and item. Failure to explain non-comply responses or failure to supply detailed literature/brochures on the Contractors proposed "approved equivalents" may cause rejection of bid. Where "minimum/maximum" is specified, Contractors must propose at least the minimum/maximum sizes or the bid may be rejected.

	COMPL	IANCE
	YES	NO
1) WEIGHT:	Miles I	
<ul> <li>A) Minimum operating weight of 61,000 lbs. (includes ROPS cab, semi- universal blade and 24" extreme service trapezoid solid waste shoes</li> </ul>		
2) <u>ENGINE</u> :	EE	
<ul> <li>A) Six-cylinder turbo charged diesel engine</li> <li>B) Minimum 240 net flywheel horsepower</li> <li>C) Maximum governed speed of 2100 RPM @ rated horsepower</li> <li>D) 24-volt electrical system</li> <li>E) Minimum 95 Amp alternator</li> <li>F) Minimum 600 cubic inch displacement</li> <li>G) Minimum 125-gallon fuel tank</li> <li>H) Engine enclosures</li> <li>I) Hydraulic operated, reversible fan with control inside cab</li> <li>J) Automatic engine shutdown system</li> <li>K) Radiator with two pass cooling system with maximum of 6 fins per interest of the properties of the</li></ul>	x	
3) TRANSMISSION:		
<ul> <li>A) Planetary type powershift transmission with single stage torque converter</li> <li>B) Minimum three speeds forward and reverse</li> <li>C) Transmission controlled by a single lever for both direction and spee changes</li> <li>D) On-the-go shifts through all gears, forward and reverse</li> <li>E) Automatic shifting and auto kickdown features</li> </ul>	d X	

4) FINAL DRIVES:		
A) Double reduction, planetary design     B) Modular design which allows for removal with only braking the track	х	
5) <u>UNDERCARRIAGE</u> :		
A) Sealed and lubricated track with rotating bushing track     B) Segmented sprocket rims     C) Minimum 110" length of track on ground     D) Minimum seven track rollers each side     E) Lifetime lubricated track rollers and idlers	х	
6) HYDRAULICS:		
A) Load-sensing hydraulics with a variable capacity, piston-type pump     B) Minimum 50 GPM pump capacity     C) Fully enclosed hydraulic system     D) Single lever bulldozer control     E) Pressure-compensated controls     F) Hydraulic oil cooler	х	
7) BULLDOZER BLADE:		
A) SU bulldozer blade with trash rack, Caron or equal	х	
8) OPERATORS COMPARTMENT:		
<ul> <li>A) Pressurized cab with air conditioning with heating and defroster</li> <li>B) Fuel gauge, hour meter, engine coolant temperature gauge and powertrain oil temperature gauge</li> <li>C) Electronic monitoring system to monitor critical bulldozer functions</li> <li>D) Rear view mirror</li> <li>E) Fully adjustable suspension seat with extended seat belt, and minimum weight capacity of 450 lb.</li> <li>F) Adjustable arm rests</li> <li>G) Finger tips controls for shifting</li> <li>H) Window wiper on front, rear, right and left door</li> <li>I) AM and FM radio package</li> </ul>	x	
9) GUARDS & SCREENS:		
A) Final drive seal guards B) Idler seal guards C) Chassis guards D) Heavy duty hinged radiator guards E) Bulldozer lines guards F) Heavy duty handles and steps G) Pivot shaft seal guards H) Fuel and hydraulic tank guards I) Extreme service crankcase guard J) Front and rear striker bars K) Tilt cylinder line guards L) Center track guiding guards M) End track guiding guards N) Door screens, removable O) Rear screen, removable	X	

10) FIRE SUPPRESSION SYSTEM:	:365	
A) Automatic fire suppression system to include TMR services for the automatic fire suppression system for four (4) years/nine thousand (9,000) service meter hours, whichever occurs first. Services shall cover two (2) discharges and a minimum of two (2) inspections a year	х	
11) EXTENDED WARRANTY & TMR SERVICES:		
A) Extended warranty for the total maintenance and repair, including scheduled and unscheduled maintenance on the new bulldozer, which warrants that the bulldozer will be free from mechanical breakdown due to manufacturer's defects in material and workmanship under normal use and service from date of acceptance by the County until the bulldozer has been operated for four (4) years/nine thousand (9,000) service meter hours, whichever occurs first from the date of acceptance of the bulldozer. No mileage, no call out fees and surcharges shall be charged. Contractor will be responsible for any transportation of bulldozer to accomplish warranty work.	x	
12) OTHER:		
A A) Decelerator A) Front pull hook B) Rear draw bar with pull pin C) Lockable storage compartment D) Vandalism protection with all keys alike E) Crankcase guard (hinged and bolted) F) Horn G) Ecology drains H) 20# fire extinguisher (1 each) I) Rear mounted work lights (4 each) J) Front mounted work lights on lift cylinders (4 each) K) Back up alarm L) Manuals: Two (2) hard copies of an Operating Manual; one (1) hard copy of a Parts Manual; one (1) hard copy of a Service or Technical Manual. The manuals shall include the schematics for the electrical and hydraulic systems on the bulldozer.	x	
A) Trade in allowance for a 2013 Caterpillar D7E track type dozer, VIN		
#CAT00D7EVTAN01306, (PR #405-0057A)		
B) Guaranteed buy back price to repurchase the dozer at the end of the four (4) years / nine thousand (9,000) service meter hours	х	

Company Name Ring Power Corporation	
Address 500 World Commerce Parkway St. Ad	ugustine, FL 32092
Telephone (904)494-1138	Fax(904)494-7576
Authorized Signature	
Printed Signature Jay Lusk, VP/Asst. Government	iental Sales Manager

attach conditions, limitations, or other provisos to t	actor shall supply all material exactly as specified. low for consideration by the Authority, and should cturer's name, model number and packaging ses to substitute. Contractors may not use this form to heir bid. Please be advised that any proposed be a material deviation from the specifications shall
N/A	
-	
-	
-	
·	
Delivery Date Exception N/A	
Warranty Date ExceptionN/A	
Contractor's Name Ring Power Corporation	
Signature of Contractor's Responsible Officer	Jay Lusk, VP/Asst. Governmental Sales Manager
Date12/01/2022	Jay Lusk, VE/MSSL. Governmental Sales Manager

#### TRACK TYPE DOZER WITH WASTE HANDLER PACKAGE B-6-23-18 PRICE SHEET

Bid price to provide all labor, materials, equipment, transportation and other facilities as necessary and/or required to execute all of the work described by the bidding documents for the lump sum price of:

Item Description	Uni	t Price
One (1) track type dozer equipped with a waste handler package per the attached specifications with 4 years/9,000 service meter hours extended warranty, whichever occurs first from date of acceptance of the dozer  Make:  Caterpillar  Model:  D7  Delivery:  180  days, ARO	\$	773,110
2. TMR Services: Guaranteed maximum total cost to Brevard County for all services (excluding daily PM) and all repairs, scheduled and unscheduled, for 4 years/9,000 service meter hours (whichever occurs first from date of acceptance of the dozer), as per specifications and special provisions. Undercarriage shall include 2 complete, 2 turns and 1 set of shoes and all transport.  List the name and address of the authorized service dealer that will be providing TMR services and warranty repairs:  Ring Power Corporation  415 Community College Parkway SE  Palm Bay, FL 32909	\$	245,974
Automatic fire suppression system, installed     List Manufacturer:FQS/Bear - Amerex	\$	12,472
4. TMR services for the automatic fire suppression system for four (4) years/nine thousand (9,000) service meter hours, whichever occurs first. Services shall cover two (2) discharges per year and a minimum of two (2) inspections per year. List the services and all components that will be covered under the TMR services:  Available upon request.  List the services and all components that will be not be covered under the TMR services:  Available upon request.	\$	16,236
TOTAL:	\$	1,047,792

Option Items:	
Trade in allowance for a 2013 Caterpillar D7E track type dozer, VIN # CAT00D7EVTAN01306, (PR #405-0057A).	\$ 40,000
Guaranteed buy back price to repurchase the bulldozer at the end of the four (4) years/nine thousand (9,000) service meter hours	\$ 95,000

ACH	PA	YM	EN	TS
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Does your company acc	ept ACH Payment Method?	Х	Yes /	No
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#### PROMPT PAYMENT DISCOUNT

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.				
* If Prompt Payment Discount is offered, please state discount and terms:				
N/A				
ADDENDUM ACKNOWLEDGMENT				
Contractor acknowledges receipt of amendments by indicating amendment number and date of issue.				
Add. No. N/A Dated // Add. No. Dated				
Add. No Dated // Add. No Dated				
I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for B-6-23-18 Track Type Dozer with Waste Hander Package.				
COMPANY NAME_ Ring Power Corporation				
ADDRESS_500 World Commerce Parkway St. Augustine, FL 32092				
AUTHORIZED SIGNATURE (a) A				
PRINTED SIGNATURE Jay Lusk, VP/Asst. Gov. Sales Manager DATE 12/01/2022				
TELEPHONE #(904)494-1138FAX #(904)494-7576				
EMAIL_ jay.lusk@ringpower.com				

## BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS INDEMNIFICATION AND INSURANCE REQUIREMENTS TRACK TYPE DOZER WITH WASTE HANDLER PACKAGE B-6-23-18

#### INDEMNIFICATION

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that the Contractor has received specific consideration under this agreement for this hold harmless/indemnification provision.

#### **INSURANCE REQUIREMENTS**

The Contractor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$2,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance, which includes coverage for all owned, non-owned and rented vehicles with a \$2,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional <u>Liability Insurance Policy</u> in the amount of \$2,000,000 per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a <u>Builders Risk Insurance Policy or Installation Floater</u> with loss limits equal to the value of the construction project.

In addition to the above, <u>Specialty Insurance</u> policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificate(s) of Insurance (COI) shall indicate that the policies have been endorsed to cover the County as an <u>additional insured</u> (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the Contractor.

### TRACK TYPE DOZER WITH WASTE HANDLER PACKAGE 8-6-23-18 CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, <u>Drug-Free Workplace</u>.

Ring Power Corporation	with Waste Handler Package
Business Name	Bid Number and Name
Jank 2	11/22/2022
Authorized Representative's Signature	Date
Jay Lusk	VP/Asst. Governmental Sales Manager
Name	Position

#### TRACK TYPE DOZER WITH WASTE HANDLER PACKAGE B-6-23-18

#### **DISCLOSURE FORM**

#### FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF \$100,000 OR MORE

Summary of Form: In order for the County to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of \$100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

- I. SECTION I. Please answer yes or no to each statement below:
- YES /NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER \$100,000. If yes, this disclosure form as been completed. Please sign and date at the bottom.
- YES/ NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER \$100,000. If yes, proceed to the next question.
- YES /NO
  I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.
- II. SECTION II. Please answer yes or no to the statement below:
- PYES NO Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan Regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a value of \$50,000 or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.

	III. If you answered NO to SECTION II, you have completed this form. Please sign/date at If you answered YES to SECTION II, then answer YES or NO to the following:
YES / NO	This is a proposal to sell commodities through an online procurement programs established pursuant to section 287.057(22), Florida Statutes.
YES / NO	This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.
YES / NO	This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.
YES / NO	This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.
Please sign/d must make ti	IV. If you answered YES to any question in SECTION III, you have completed this form. late at the bottom. If you answered NO to all of the questions in SECTION III, then you ne following disclosures online to the State of Florida Department of Financial Services ounty may contract with you or award you said grant. Please disclose the following:
	Disclosure of the information below was made by Bidder/Grantee to the State of Florida rtment of Financial Services online:
Name	of Bidder/Grantee:
Mailir	ng Address of Bidder/Grantee:
Value	of the Contract/Grant or Gift:
Foreig	gn Country of Concern or the Agency or other entity under the significant
Contr	ol of such Foreign country of Concern:
Date	of Termination of the contract or interest with the Foreign Country of Concern:
Date	of Receipt of the Contract/Grant or Gift:
Name	e of the agent or controlled entity that is the source or interest holder:
	y that the information provided on this form is true and correct, and that I am duly prized to make said binding disclosures on behalf of myself or my Company, as applicable.
Comp	any Name Ring Power Corporation
Signa	ture:
Title:	Jay Lusk, VP/Asst. Gov. Sales Manager

STATE OF FLOR	IDA	
COUNTY OF _S	t. Johns	_
Sworn to and si 22 <sup>nd</sup> day of N	ubscribed before me by means of l November	☑ physical presence or ☐ online notarization, this ne of person making statement). Jay Lusk
[Notary Seal]	SARAH LU GRIFFITH Notary Public, State of Florida My Comm. Expires 09/29/2023 Commission No. GG917306	Notary Public  Sarah L. Griffith  Name typed, printed or stamped
		My Commission Expires: _09/29/2023
X Persor	nally Known OR Produce	d Identification
Type of Identific	cation Produced	

## TRACK TYPE DOZER WITH WASTE HANDLER PACKAGE B-6-23-18 CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA	
COUNTY OF <u>St. Johns</u>	
BEFORE ME, the undersigned authority, personal Jay Lusk	onally appeared, who, being by me first duly sworn, made the
following statement:	
The Business address of _Ring Power Corpora .	ration (name of Contractor) is
My relationship to <u>Ring Power Corporation</u>	ion (name of Contractor) is
(relationship such as sole proprietor, partner, p	president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4.	I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5.	Ring Power Corporation (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6.	Ring Power Corporation (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7.	Ring Power Corporation (name of Contractor) is not engaged in business operations in Cuba or Syria.
	Signature
Sworn day of	to and subscribed before me in the state and county first mentioned above on the
0	(AFFIX SEAL or STAMP)

My commission expires: 09/29/2023

SARAH LU GRIFFITH Notary Public, State of Florida My Comm. Expires 09/29/2023 Commission No. GG917306



# Cat® D7 Track-Type Tractor

The new Cat® D7 joins the growing family of Next Generation Dozers, delivering more productivity and high drive undercarriage value. A fully automatic 4-speed transmission makes efficient operation easy. The broadest range of technology features in the industry work together seamlessly to help you make the most of your equipment investment.

#### **Fully Automatic, Next Generation Performance**

- Harness 6% more weight and 12% more horsepower than D7E to take on a wide range of dozing and grading tasks.
- Move up to 8% more material per hour.
- Like D6 and D8, fully automatic 4-speed powershift transmission continuously adjusts for maximum efficiency and power to the ground without added operator input.
- SU and S blades are 10% larger to help you get jobs done in fewer passes.
- Elevated sprocket gives you better ride and balance, plus more penetration force.
- Long undercarriage is standard, with more track at the rear of the machine for superior dozing performance.
- Outfit your dozer from the factory to take on the challenges of waste handling, land clearing, dredging and more.

#### **Unprecedented Technology Choices**

- Cat<sup>®</sup> GRADE with Slope Assist<sup>™</sup> automatically maintains pre-established blade position without a GPS signal – no additional hardware or software needed.
- Factory integrated Cat GRADE with 3D uses GPS to control the blade so you can get to design plan faster.
- Cat GRADE with 3D has no masts small antennas are integrated into the cab roof and GPS receivers are mounted inside the cab for better protection.
- GRADE operator interface is intuitive and easier to use: 254 mm (10 in) touchscreen, Android OS platform, operates like a smart phone.
- Slope Indicate shows machine cross-slope and fore/aft orientation right on the main display to help operators with slope work.
- Attachment Ready Option (ARO) comes from the factory with key sensors and wiring installed so you can easily upgrade to fully integrated grade control or blade mounted system.
- Install the aftermarket grade control system of your choice easily with optimal mounting locations in the cab.

#### **Boost Operator Efficiency**

- New assist features just work behind the scenes to help make machine operation easier.
- Make the most of every pass with Blade Load Monitor to help you optimize blade capacity.<sup>1</sup>
- Stable Blade works seamlessly with operator inputs to help produce a smoother surface.
- Traction Control automatically reduces track slip to save you time, fuel and track wear.<sup>1</sup>
- AutoCarry automates blade lift to help you maintain consistent blade load and help reduce track slip.!

#### **Comfort and Visibility**

- Common cab with D5 and D6, for a whole new standard in comfort and productivity.
- Easy-to-use 254 mm (10 in) touchscreen main display.
- Standard High Definition rearview camera shows prominently in the main display.
- Key Features Help, built into the display, gives you an overview of machine and technology features and helpful operating tips.
- Wide air suspension seat has multiple adjustments for personalized comfort. Armrest adjusts independent of the seat.
- Distributed cab heating/cooling circulates air effectively around the operator and helps reduce window fogging/frosting.
- · Ample storage spaces throughout the cab.
- · Convenient USB and Auxiliary power ports in cab.

#### Cat® D7 Track-Type Tractor

#### **Built-in Durability**

- Elevated sprocket protects major components from shock loads.
- · Heavier frame and structures for added durability.
- Cat C9.3B engine eliminates Exhaust Gas Recirculation (EGR) system for greater reliability; Simplified with a single engine Electronic Control Module (ECM).
- Redesigned fuel system provides greater reliability and more accurate fuel delivery.
- New Heavy Duty Extended Life undercarriage HDXL with DuraLink™ – provides up to 20 percent more seal life in high impact conditions.
- Heavy-duty batteries for more cold-cranking power.

#### **Because Uptime Counts**

- Elevated sprocket makes cleanout easier and provides convenient, modular service
- Standard dozer under 3.7 m (12 ft) shipping width for easier transport with blade installed.
- New track roller frame with larger roller shafts adds durability and ease of cleanout.
- Reversible hydraulic demand fan helps remove debris while you work, saving cleanout and maintenance time.
- · Longer life LED lights help save you time and money.
- Easy access under the cab floor if needed. Cab can be removed in about 30 minutes.
- · Platform with guard rail makes refueling and DEF fill convenient.

#### Waste Handling Performance

- Cat Waste Handlers are designed and built from the frame up to take on the challenges of landfill work.
- Specialized guarding, striker bars and seals help protect machine and undercarriage from impact, wrapping and airborne debris.
- Impact-resistant polycarbonate cab doors eliminate need for door screens.
- High-debris cooling system with automatic reversing fan and swing-out cleanout access.
- Lights mounted up and away from main debris area for protection, while still giving you plenty of light on the work area.
- Waste undercarriage, center-hole track shoes and landfill blades help optimize performance.
- Laminated thermal shields and insulated Clean Emissions Module.

#### **Connect to Greater Efficiency**

- Product Link™ collects machine data that can be viewed online through web and mobile applications.
- Access information anytime, anywhere with VisionLink® and use it to make informed decisions that boost productivity, lower costs, simplify maintenance, and improve safety and security on your job site.
- The Cat App helps you manage your assets at any time right from your smartphone. See fleet location and hours, get critical required maintenance alerts, and even request service from your local Cat dealer.
- Remote Troubleshoot saves time and money by allowing your Cat dealer to perform diagnostic testing remotely.
- Remote Flash updates on-board software without a technician being present, at a time that is convenient for you, potentially reducing update time by as much as 50%.

#### **Remote Control Ready**

- Cab is Remote Control Ready from the factory with external connector for dealer installation of a plug-and-play roof-mounted remote control unit.
- Cat COMMAND for Dozing offers remote control operation for enhanced safety and greater productivity.
- COMMAND uses line-of-sight (LOS) control with an over-the-shoulder console, or a non-line-of-sight (NLOS) option using the Cat Command Station to run the machine remotely.

#### **Saved Settings, Added Security**

- Application Profile lets you save machine settings based on application or operator preference – save multiple profiles for various jobs or multiple operators.
- Operator ID allows you to save machine settings and to track individual operator productivity, safety and training opportunities via Product Link.<sup>2</sup>
- Machine Security Passcode helps prevent theft and unauthorized operation by requiring an operator to enter an ID to start the machine.<sup>2</sup>

All comparisons to D7E

<sup>&#</sup>x27;Feature not operational indoors or in areas where a GPS signal is not available.

<sup>&</sup>lt;sup>2</sup>Can be enabled by dealer technician.

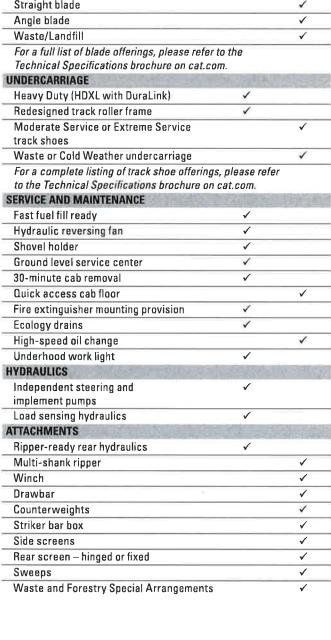
Standard

**Optional** 

#### Standard and Optional Equipment

Standard and optional equipment may vary. Consult your Cat dealer for details.

	Standard	Optional	
POWER TRAIN	S 1 1 51	7 1 1 1 1 1 1	BLADES
Fully-automatic 4-speed transmission	✓		Semi-Universal
Cat C9.3B diesel engine	1		Universal
Double reduction 3-planet planetary	1		Straight blade
final drives			Angle blade
Electric fuel priming pump	1		Waste/Landfill
DPERATOR ENVIRONMENT	The state of the s		For a full list of blade offerings, please refer t
Fully redesigned cab, sound suppressed,	1		Technical Specifications brochure on cat.com
with Integrated Roll Over Protective			UNDERCARRIAGE
Structure (IROPS)			Heavy Duty (HDXL with DuraLink)
Dual pane/polycarbonate window		✓	Redesigned track roller frame
Special Application Cab			Moderate Service or Extreme Service
Full-color 254 mm (10 in) liquid crystal	$\checkmark$		track shoes
touchscreen display			Waste or Cold Weather undercarriage
Integrated rearview camera	<b>√</b>		For a complete listing of track shoe offerings
Adjustable operator controls/armrests	1		to the Technical Specifications brochure on t
Cab mounted modular HVAC system	✓		SERVICE AND MAINTENANCE
Added storage areas	✓		Fast fuel fill ready
Electrohydraulic implement and	✓		Hydraulic reversing fan
steering controls			Shovel holder
Cloth seat	✓	Can Can	Ground level service center
Deluxe leather heated/ventilated seat		· /	30-minute cab removal
Communication radio ready		✓	Quick access cab floor
Lights – 6 LED	✓		Fire extinguisher mounting provision
Premium lights – 12 LED		·	Ecology drains
Integrated warning lights		<b>/</b>	High-speed oil change
AT TECHNOLOGY		Walter Street	Underhood work light
Slope Indicate	<b>✓</b>		HYDRAULICS
ARO with Assist (GRADE Ready +		<b>✓</b>	Independent steering and
Assist features)			implement pumps
- Slope Assist			Load sensing hydraulics
– Traction Control – Stable Blade			ATTACHMENTS
– Stable Blade – Blade Load Monitor			Ripper-ready rear hydraulics
- AutoCarry			Multi-shank ripper
- Third Party Grade Control Ready			Winch
Cat GRADE with 3D (includes ARO with		<b>✓</b>	Drawbar
Assist features)			Counterweights
– Full-color 254 mm (10 in) touchscreen			Striker bar box
grade display			
Product Link, Cellular	✓		Side screens
Product Link — Dual Cellular/Satellite		✓	Rear screen – hinged or fixed
Remote Flash/Troubleshoot	1		Sweeps
Grade Connectivity		✓	Waste and Forestry Special Arrangements
Operator ID	✓		
Machine Security – Passcode	<b>✓</b>		
Machine Security – Bluetooth®		<b>✓</b>	
Remote Control Ready	✓		
Cat COMMAND for Dozing		<b>✓</b>	





#### Cat® D7 Track-Type Tractor

#### **Technical Specifications**

Engine					
Engine Model Cat C9.3B					
Emissions	U.S. EPA Tier 4 Final/EU Stage V/ Japan 2014/Korea Tier 4 Final				
Build Number	17A				
Power Train	Fully Automatic 4-Speed				
Net Power – 2,200 rpm					
ISO 9249/SAE J1349	197 kW	265 hp			
ISO 9249/SAE J1349 (DIN)		268 hp			
Displacement	9.3 L	567 in <sup>3</sup>			

- · All non-road Tier 4 Interim and Final, Stage IIIB, IV and V, Japan 2014 (Tier 4 Final) and Korea Tier 4 Final diesel engines are required to use only Ultra Low Sulfur Diesel (ULSD) fuels containing 15 ppm EPA/10 ppm EU (mg/kg) sulfur or less. Biodiesel blends up to B20 (20% blend by volume) are acceptable when blended with 15 ppm (mg/kg) sulfur or less ULSD. B20 should meet ASTM D7467 specification (biodiesel blend stock should meet Cat biodiesel spec, ASTM D6751 or EN 14214), Cat DEO-ULS™ or oils that meet the Cat ECF-3, API CJ-4, and ACEA E9 specification are required. Consult your OMM for further machine specific fuel recommendations.
- Diesel Exhaust Fluid (DEF) used in Cat Selective Catalytic Reduction (SCR) systems must meet the requirements outlined in the International Organization for Standardization (ISO) standard 22241.
- The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430); The system contains 1.36 kg of refrigerant which has a CO2 equivalent of 1.946 metric tonnes.

Servi	ervice Refill Capacities			
Fuel Tank	465.0 L	122.8 gal		
DEF Tank	44,0 L	11,6 gal		

Operating Weight				
SU with Ripper	29 776 kg	65,644 lb		
LGP S with Drawbar	28 677 kg	63,220 lb		
Waste Handler	28 140 kg	62,035 lb		
SU ripper weight with three ripper :	shanks = 2993 kg/6 596 lb			

Ground Pressure**				
SU with Ripper	72.1 kPa	10.5 psi		
LGP S with Drawbar	43.4 kPa	6.3 psi		
Waste Handler	68.3 kPa	9.9 psi		
**Standard size shoes and drawba	r attachment per ISO 16754.			

	Blades				
	Capacity		Width		
Semi-Universal (SU)	7 <u>.4 m³</u>	9.7 yd <sup>3</sup>	3500 mm	138.0 in	
LGP Straight (S)	6,2 m <sup>3</sup>	8.1 yd <sup>3</sup>	4150 mm	163.0 in	
Angle (A)	4.2 m <sup>3</sup>	5.4 yd <sup>3</sup>	4320 mm	170.0 in	
LGP Angle (A)	4.7 m <sup>3</sup>	6.2 yd3	4770 mm	188.0 in	
Universal (U)	8.6 m <sup>3</sup>	11.2 yd <sup>3</sup>	3788 mm	149.0 in	
Universal Landfill	16,6 m <sup>3</sup>	21,7 vd <sup>3</sup>	3788 mm	149.0 in	

	Dimensi	ons*			تبييي	
	SU		LGP S		Waste Handler	
Track Gauge	1981 mm	78.0 in	2235 mm	88.0 in	1981 mm	78.0 in
Width of Standard Shoe	610 mm	24.0 in	915 mm	36.0 in	610 mm	24.0 in
Width of Tractor (without trunnions)	2591 mm	102.0 in	3150 mm	124.0 in	2591 mm	102.0 in
Machine Height (to ROPS)	3354 mm	132,0 in	3354 mm	132,0 in	3354 mm	132.0 in
Machine Height (to ROPS) including Grouser Height	3436 mm	135.3 in	3428 mm	135.0 in	3436 mm	435,3 in
Length of Track on Ground	2972 mm	117.0 in	3200 mm	126.0 in	2972 mm	117.0 in
Length of Basic Tractor	4659 mm	183.4 in	4659 mm	183.4 in	4659 mm	183,4 in
With the following attachments, add to basic tractor length:						
SU Blade	1125 mm	44.0 in			1125 mm	44.0 in
S Blade			840 mm	33.0 in		
U Blade	1365 mm	54.0 in			1365 mm	54.0 in
Landfill Blade	1125 mm	44,0 in	840 mm	33.0 in	1125 mm	44.0 in
Drawbar	260 mm	10,2 in	270 mm	10.6 in	260 mm	10.2 in
Ripper	1555 mm	61.2 in	1565 mm	61.6 in	1555 mm	61.2 in
Winch	735 mm	28.9 in	745 mm	29,3 in	735 mm	28.9 in

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at www.cat.com

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\*Heavy Duty Undercarriage

Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

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Build Number: 17A (Aus-NZ, Eur, Jpn, Korea, N Am)

AEXQ2748 (02-2020)

