

**SERVICE AGREEMENT
FOR SERVICE OF LEASED 2023 CATERPILLAR ARTICULATED TRUCK MODEL 745-04
S.N. 3T606216
BETWEEN
THE CITY OF COLUMBIA, MISSOURI,
AND
FABICK AND COMPANY**

THIS AGREEMENT by and between the City of Columbia, Missouri, a municipal corporation (hereinafter called "CITY") and Fabick and Company, a corporation organized in the state of Missouri, and located at One Fabick Drive, Fenton, Missouri 63026 (hereinafter called "CONTRACTOR"), is entered into on the date of the last signatory noted below. CONTRACTOR and CITY are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, CITY has a need for an articulated truck for use at its municipal landfill located at 5700 Peabody Road, Columbia, Missouri; and

WHEREAS, CITY issued RFQ #162/2022 for the lease of an articulated truck; and

WHEREAS, CITY accepted CONTRACTOR's quotation for a lease of an articulated truck through Caterpillar Financial Services Corporation's proposal for a financed lease of the articulated truck; and

WHEREAS, CITY has entered into a contract with Caterpillar Financial Services Corporation in reliance upon CONTRACTOR's representations and warranties set forth in this Agreement.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, and the CITY's execution of an Agreement with Caterpillar Financial Services Corporation for the lease of the articulated truck, the receipt and execution of which are hereby acknowledged, intending to be legally bound, do hereby agree as follows:

1. Agreement Documents. The following documents are incorporated into this Agreement:
 - a. CITY's Request for Quotation, Articulated Truck, # 162/2022.
 - b. Fabick Supplier Response #162/2022.
 - c. Lease Agreement

In the case of a conflict between any provisions of the documents constituting this Agreement, the provisions of this document shall control. The provisions of the documents incorporated by reference shall control in the order listed above.

2. Services. CONTRACTOR shall perform all services set forth in this Agreement in a diligent, competent and workmanlike manner.
3. Compensation. CONTRACTOR shall provide the services at no additional cost to the CITY. CITY shall pay the monthly rent to Caterpillar Financial Services Corporation

pursuant to CITY's agreement with Caterpillar Financial Services Corporation. Services conducted outside contractual agreements are the responsibility of the purchaser/lessor.

4. Term. This Agreement shall be in effect for the same term of the lease Agreement and any extensions of the lease Agreement.
5. Termination by Mutual Agreement. Termination of this Agreement can be made at the mutual agreement of the Parties.
6. Termination for Cause. Either Party may terminate this Agreement for cause if the other Party has breached its obligations under this Agreement or in event of default in payment of the lease. The terminating Party must provide thirty (30) days advance written notice to the other Party of its intent to terminate, which notice shall include the reasons for the termination, and shall provide the other Party with an opportunity to cure the breach within the thirty (30) day period following notice from the terminating Party.
7. Time of Completion and Liquidated Damages. CONTRACTOR hereby agrees to complete the services described in this Agreement as required in the Agreement Documents. If the articulated truck is down due to no fault of CITY, and not repaired or a loan replacement of an articulated truck capable of hauling a minimum of thirty (30) tons supplied by CONTRACTOR within seven (7) working days (Monday through Friday), CONTRACTOR shall pay to CITY, as liquidated damages, the sum of Five Hundred Dollars (\$500.00) per working day for each day the articulated truck is down and not repaired or a loan replacement not supplied by CONTRACTOR. Except for parts and fluids associated with manufacturer recommended servicing as set forth herein, the articulated truck has manufacturer warranty for parts, and CONTRACTOR's responsibility to provide free parts is limited to parts under Warranty. In addition, CONTRACTOR shall provide parts and fluids associated with manufacturer recommended servicing. This Agreement is conditional upon CITY following manufacturer recommended servicing of the articulated truck, and failure resulting from failure to properly service the articulated truck is not warranted. This Warranty is the exclusive Warranty provided by CONTRACTOR, and any alleged implied warranty of merchantability or fitness for a particular purpose against CONTRACTOR is disclaimed.
8. No Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.
9. Notices. Any notice, demand, request, or communication required or authorized by this Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to CITY:

City of Columbia
Purchasing Department
ATTN: Purchasing Agent
P.O. Box 6015

If to CONTRACTOR:

Fabick and Company
One Fabick Drive
Fenton, Missouri 63026

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending Party if delivered by courier or U.S. mail.

10. **No Third-Party Beneficiary.** No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such person a third-party beneficiary under the Agreement.
11. **Amendment.** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
12. **Governing Law and Venue.** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
13. **General Laws.** CONTRACTOR shall comply with all federal, state, and local laws, rules, regulations, and ordinances.
14. **Employment of Unauthorized Aliens Prohibited.** CONTRACTOR agrees to comply with Missouri State Statute Section 285.530 in that CONTRACTOR shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement, CONTRACTOR shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. CONTRACTOR shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. CONTRACTOR shall require each subcontractor to affirmatively state in its contract with CONTRACTOR that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the State of Missouri. CONTRACTOR shall also require each subcontractor to provide CONTRACTOR with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.
15. **No Waiver of Immunities.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

16. Hold Harmless Agreement. To the fullest extent not prohibited by law, CONTRACTOR shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) for bodily injury and/or property damage arising by reason of any negligent act or failure to act of CONTRACTOR, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with CONTRACTOR or a subcontractor for part of the services), of anyone directly or indirectly employed by CONTRACTOR or by any subcontractor, or of anyone for whose acts the CONTRACTOR or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require CONTRACTOR to indemnify, hold harmless, or defend the City of Columbia from CITY's own negligence.
17. Insurance. CONTRACTOR shall maintain, on a primary basis and at its sole expense, at all times during the life of the Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by CONTRACTOR under the Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

Workers' Compensation & Employers Liability. CONTRACTOR shall maintain Workers' Compensation in accordance with Missouri Revised Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 for each accident, \$500,000 for each disease for each employee, and \$500,000 disease policy limit.

Commercial General Liability. CONTRACTOR shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Business Auto Liability. CONTRACTOR shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, CONTRACTOR agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

CONTRACTOR may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. CONTRACTOR agrees to endorse the CITY as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to

the Effective Date of the Agreement between the CONTRACTOR and CITY. CONTRACTOR is required to maintain coverages as stated and required to notify CITY of a Carrier Change or cancellation within two (2) business days. CITY reserves the right to request a copy of the policy.

The Parties hereto understand and agree that CITY is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to CITY, or its elected officials or employees.

Failure to maintain the required insurance in force may be cause for termination of the Agreement. In the event CONTRACTOR fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, CITY shall have the right to cancel and terminate the Agreement without notice.

The insurance required by the provisions of this article is required in the public interest and CITY does not assume any liability for acts of the CONTRACTOR and/or their employees and/or their subcontractors in the performance of this Agreement.

18. Entire Agreement. This Agreement represents the entire and integrated Agreement between CONTRACTOR and CITY relative to the Scope of Services herein. All previous or contemporaneous agreements, representations, promises and conditions relating to CONTRACTOR's services described herein are superseded.
19. Taxes. CONTRACTOR will pay when due, or promptly reimburse CITY for payment of, all taxes imposed on a Unit, or the Rent. CONTRACTOR will also pay or reimburse CITY for all (i) license and registration fees, (ii) fines, penalties, interest, or additions to any tax, (iii) charges similar to those stated in clauses (i) and (ii) that are imposed in connection with the ownership, possession, use, or lease of a Unit from the time Caterpillar Financial Services Corporation purchases the Unit until it is returned to Caterpillar Financial Services Corporation. CONTRACTOR will remain responsible for the payment, or reimbursement of, any such charges, regardless of when CITY receives notice of the charge. CONTRACTOR will prepare and file, in a manner satisfactory to CITY, all reports or returns required with respect to a Unit. CONTRACTOR will reimburse CITY in full for any amounts that CITY pays or advances without regard to early payment discounts. CITY may estimate the amount of, and bill CONTRACTOR periodically in advance for, any charge. CITY will be responsible, however, for any difference between the estimated amount and the actual amount.
20. Transportation of Unit for service. CONTRACTOR shall be solely responsible for the transportation and any costs associated with the transportation of the Unit for warranty service when such servicing requires transportation off of CITY's property.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement in triplicate the day and the year of the last signatory noted below.

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlton Seewood, City Manager *TAS*

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

FABICK AND COMPANY

By: _____

Name: _____

Date: _____

ATTEST:

By: _____

Name: _____

Title _____



SOLICITATION NO.: Request for Proposal (RFP) 162/2022

BUYER: Michelle Sorensen

PHONE NO.: (573) 874-6317

E-MAIL: Michelle.Sorensen@como.gov

TITLE: Articulated Haul Truck – Lease Agreement – Multi Year

ISSUE DATE: June 8, 2022

RETURN PROPOSAL NO LATER THAN: June 24, 2022 AT 5:00 PM CENTRAL TIME (END DATE)

OFFERORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH THE CITY'S E-BIDDING WEBSITE BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type Solicitation Number and End Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing Division office (701 E. Broadway, 5th Floor) by the return proposal date and time.

	(U.S. Mail)		(Courier Service)
RETURN PROPOSAL TO:	CITY OF COLUMBIA PURCHASING	or	CITY OF COLUMBIA PURCHASING
	PO BOX 6015		701 E. BROADWAY, 5th FLOOR
	COLUMBIA MO 65205		COLUMBIA MO 65201

CONTRACT PERIOD: Effective Date of Contract through One (1) Year
DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

City of Columbia, Utilities Department
Columbia, MO 65201

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein. The offeror further agrees that the language of this RFP shall govern in the event of a conflict with their proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Purchasing Division or when a Contract is signed and issued by an authorized official of the City of Columbia, a binding contract shall exist between the offeror and the City of Columbia.

SIGNATURE REQUIRED

OFFEROR NAME
MAILING ADDRESS
CITY, STATE, ZIP CODE

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
OFFEROR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

1. INTRODUCTION AND GENERAL REQUIREMENTS

INTRODUCTION:

This document constitutes a request for competitive, sealed proposals for the provision of an articulated truck and lease agreement for the City of Columbia, Missouri (hereinafter referred to as City) as set forth herein.

Organization - This document, referred to as an RFP, is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work and Technical Specifications
- 3) Proposal Submission Information
- 4) Pricing Page(s)
- 5) Exhibits A – G

Terminology/Definitions: Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any addendum thereto, the definition or meaning described below shall apply.

- Addendum/Amendment means a written, official modification to an RFP.
- Attachment applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- Proposal end date and time and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- Offeror means the supplier, vendor, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- Buyer means the procurement staff member of the Purchasing Division. The contact person as referenced herein is usually the buyer.
- Contract means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- Contractor means a supplier, offeror, person, or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- Exhibit applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified end date and time.
- Request for Proposal (RFP) means the solicitation document issued by the Purchasing Division to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes all pricing pages, exhibits, attachments, and addendums thereto.
- May means that a certain feature, component, or action is permissible, but not required.
- Must means that a certain feature, component, or action is a mandatory condition.
- Pricing Page(s) applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The Pricing Pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal end date and time.
- Shall have the same meaning as the word must.
- Should means that a certain feature, component and/or action are desirable but not mandatory.

SCHEDULE OF ACTIVITIES:

DATE	ACTIVITY
June 10, 2022	Close of written <i>Requests for Additional Information</i>
June 15, 2022	Written responses to <i>Requests for Additional Information</i> sent to all
June 24, 2022	Request for Proposal is due by June 24, 2022 5:00 p.m. CST

August, 2022	Contract Start Date
The above dates are target dates and may change.	

PROPOSAL SUBMISSION:

Proposals may be submitted in a sealed envelope at the purchasing office or uploaded electronically on the City’s E-bidding website. No fax or e-mail proposals will be accepted. Sealed proposals must be delivered to the Finance Department, Purchasing Division, 701 E. Broadway, 5th Floor, Columbia, MO 65201 by the closing date and time. Proposals received after the appointed time will be determined non-responsive and will not be opened. The proposal must be in sealed envelopes and marked in bold letters “**RFP 162/2022 – ARTICULATED HAUL TRUCK.**”

QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR PROPOSAL:

All questions concerning the solicitation and specifications shall be submitted in writing via e-mail to the name below. You are encouraged to submit your questions via e-mail.

Michelle Sorensen, CPPB, Procurement Officer
Phone: 573-874-6317
E-mail: Michelle.Sorensen@como.gov

Any oral responses to any question shall be unofficial and not binding on the City of Columbia. An Addendum to this RFP providing the City of Columbia’s official response will be issued if necessary to all known prospective offerors. Questions must be submitted no later than 5:00 p.m. on June 10, 2022.

This written *Request for Additional Information* will take place of the normal Pre-Proposal Conference.

VALIDITY OF PROPOSALS:

Offerors agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

REJECTION OF PROPOSALS:

The City of Columbia reserves the right to reject any or all proposals received in response to this RFP, or to cancel the RFP if it is in the best interest of the City of Columbia to do so. Failure to furnish all information requested in this RFP may disqualify the proposal. Any exceptions to the requirements specified must be identified in the proposal.

WITHDRAWAL OF PROPOSALS:

Any offeror may withdraw his or her proposal at any time prior to the scheduled closing time for the receipt of proposals. However, no proposal will be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for the receipt of proposals.

ALTERATION OF SOLICITATION:

The wording of the City of Columbia’s solicitation may not be changed or altered in any manner. Offerors taking exception to any clause in whole or in part should do so by listing said exceptions on their letterhead and submitting them with their proposal; such exceptions will be evaluated and accepted or rejected by the City of Columbia, whose decision will be final.

RESPONSE MATERIAL OWNERSHIP:

All material submitted regarding this RFP becomes the property of the City of Columbia. Any person may review proposals after the Agreement has been issued, subject to the terms of this solicitation.

INCURRING COSTS:

The City of Columbia shall not be obligated or be liable for any cost incurred by offerors prior to issuance of an Agreement. All costs to prepare and submit a response to this solicitation shall be borne by the offeror.

COLLUSION CLAUSE:

Any agreement or collusion among offerors and prospective offerors to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the proposals of such offerors void.

CONTRACT DOCUMENTS:

The final agreement between the City of Columbia and the offeror will include by reference:

- Offeror's Response to the RFP
- The City Issued RFP with any addendums

Any changes, additions or modifications hereto will be in writing and signed by the Purchasing Agent. No other individual is authorized to modify the agreement in any manner.

FUNDS:

Financial obligations of the City of Columbia payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting Contract will become null and void, without penalty to the City of Columbia.

STATE OF ISRAEL:

If applicable under Section 34.600 RSMo, and to the extent not in violation of any state or federal constitution, Contractor hereby certifies that Company is not currently engaged in and shall not for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

2. SCOPE OF SERVICES AND TECHNICAL SPECIFICATIONS

PERIOD OF SERVICE:

Lease shall be for five (5) years or ten thousand (10,000) hours whichever occurs first.

Contractor shall write the lease agreements with annual renewals contingent on the City of Columbia fiscal budget appropriations. Additionally, the lease agreement shall continue, with added provisions for a month-to-month lease/rental of the unit following the term of the original lease, if in the best interest of the City of Columbia.

SCOPE OF SERVICES:

The City of Columbia Utilities department is seeking an articulated haul truck with a lease agreement.

Contractor shall meet the following requirements, at a minimum:

- Provide all service, maintenance and repair cost (excluding wear parts and negligence).
- Provide provisions for unit to be removed from site, if required for service/repair, all transportation costs shall be at the expense of the contractor.
- Supply an equivalent unit, or pay five hundred (\$500.00) per day fee to the City of Columbia, if leased unit is down for over six (6) consecutive working days (Monday-Saturday).

TECHNICAL SPECIFICATIONS:

Contractor shall meet the technical specifications listed in Exhibit G, Specification checklist.

3. PROPOSAL SUBMISSION INFORMATION

SUBMISSION OF PROPOSALS:

On-line Proposal - If a registered offeror is responding electronically through the City of Columbia Bidding System website, in addition to completing the pricing, the registered offeror should submit completed exhibits, forms, and other information concerning the proposal as an attachment to the electronic proposal. The registered offeror is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

The exhibits, forms, and Pricing Page(s) provided herein can be saved into a word processing document, completed by a registered offeror, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Be sure to include the solicitation/bid number, company name, and a contact name on any electronic attachments.

In addition, a registered offeror may submit the exhibits, forms, Pricing Page(s), etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.

If a registered offeror submits an electronic and hard copy proposal response and if such responses are not identical, the offeror should explain which response is valid. In the absence of an explanation, the City of Columbia shall consider the response which serves its best interest.

Hard Copy Proposal - If the offeror is submitting a proposal via the mail or a courier service or is hand delivering the proposal, the offeror should include completed exhibits, forms, and other information concerning the proposal (including completed Pricing Page(s) with the proposal. The offeror is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

Recycled Products - The City of Columbia recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the offeror is requested to print the proposal double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted in a notebook or binder.

Open Records - Pursuant to section 610.021, RSMo, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. At that time, all proposals are scanned into the Purchasing Division imaging system.

The scanned information will be available upon request from the Purchasing Division. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers.

In preparing a proposal, the offeror should be mindful of document preparation efforts for scanning purposes and storage capacity that will be required to image the proposals and should limit proposal content to items that provide substance, quality of content, and clarity of information.

To facilitate the evaluation process, the offeror is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the City of Columbia is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

The proposal should be page numbered.

The signed page one from the original RFP and all signed addendums should be placed at the beginning of the proposal.

Each section should be titled with each individual evaluation category and all material related to that category should be included therein.

Questions Regarding the RFP – Except as may be otherwise stated herein, the offeror and the offeror's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer.

The buyer may be contacted via e-mail or phone as shown on the first page.

Only those questions which necessitate a change to the RFP will be addressed via an addendum to the RFP. Offerors are advised that any questions received less than ten (10) calendar days prior to the RFP opening date may not be addressed.

Joint Venture or Co-Counsel Response – If the proposal is being submitted in conjunction with another entity or law firm (similar to a joint response, joint venture, or co-counsel), there can be only one (1) response submitted in response to the Request for Proposal by the entities/firms involved. Therefore, only one (1) entity/firm must be designated as lead and must be designated as the official offeror for purposes of submitting the proposal. Such lead offeror and contractor, if awarded the contract, must be the only party officially signing and submitting the proposal as well as serving as the official signatory for the joint venture or co-counsel.

COMPETITIVE NEGOTIATION OF PROPOSALS:

The offeror is advised that under the provisions of this Request for Proposal, the Purchasing Division reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

Negotiations may be conducted in person, in writing, or by telephone.

Negotiations will only be conducted with potentially acceptable proposals. The Purchasing Division reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer if necessary.

Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Purchasing Division determines that a change in such requirements is in the best interest of the City of Columbia.

EVALUATION AND AWARD PROCESS:

After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below. The contract(s) shall be awarded to the lowest and best proposal(s). The City of Columbia reserves the right to reject any or all proposals, to negotiate with any offeror considered qualified, or to make multiple or single award(s) without further discussion.

Evaluation Criteria Scoring Category	Maximum Points
Cost	60 points
Offeror’s Experience, Reliability, Expertise of Personnel, and Method of Performance	40points
TOTAL	100 points

After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the evaluation committee. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Purchasing Division.

EVALUATION OF COST

Pricing – The offeror must provide pricing for all line items as required on the Pricing Page.

Objective Evaluation of Cost – The cost evaluation shall be based upon the firm, fixed pricing stated on the Pricing Page.

Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \text{Maximum Cost Evaluation points (60)} = \text{Assigned Cost Points}$$

The offeror shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The City of Columbia makes no guarantee regarding the accuracy of the quantities stated nor does the City of Columbia intend to imply that the figures used for the cost evaluation in any way reflect either actual or anticipated usage.

EVALUATION OF OFFEROR’S EXPERIENCE, RELIABILITY, EXPERTISE, AND METHOD OF PERFORMANCE

Experience and reliability of the offeror and expertise of the offeror’s personnel will be considered subjectively in the evaluation process. Therefore, the offeror is advised to submit information concerning the offeror’s organization, information documenting the offeror’s experience in past performances related to the requirements of this RFP, and information documenting the qualifications of the personnel proposed by the offeror to perform the requirements of this RFP. If the offeror is proposing an entity other than the offeror to perform the required services, the offeror should also submit the information requested for such proposed subcontractor.

Offeror Information - The offeror should provide information about the offeror’s organization on Exhibit A.

Experience - The offeror should provide information related to previous and current services/contracts of the offeror or any proposed subcontractor where performance was similar to the required services of this RFP. The information may be shown on Exhibit B or in a similar manner.

As part of the evaluation process, the City of Columbia may contact the offeror’s references, including references not listed or identified within the offeror’s proposal but who have current or previous experiences with the offeror.

The offeror shall agree and understand that the City of Columbia is not obligated to contact the offeror’s references.

Personnel Expertise - The offeror should provide the information requested on Exhibit C for each key person proposed to provide the services required herein. The offeror may also submit resumes for such key personnel.

The information should identify any relevant qualifications and experience of the person in performing services similar to the services required herein.

Personnel Qualifications - If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

Licenses - The offeror should submit a copy of all licenses and/or certifications, related to the performance of the services required herein that are held by the personnel proposed to provide such services. If not submitted with the proposal, the City of Columbia reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

Proposals will be subjectively evaluated based on the offeror's plan for performing the requirements of the RFP. Exhibit D is provided for the offeror's use in providing information about the proposed method of performance.

Miscellaneous Submittal Information:

Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete Exhibit E, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. Exhibit E must be submitted prior to an award of a contract.

The offeror should complete and submit Exhibit F, Miscellaneous Information.

Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the City of Columbia. The offeror certifies by signing the signature page of this original document and any addendum signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Purchasing Division. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

4. PRICING PAGE

The offeror shall provide a firm, fixed price for the articulated haul truck and lease, in accordance with the provisions and requirements stated herein as needed and requested through the term of the lease agreement.

Line Item	Description	Contract Firm, Fixed Price
1	Firm, fixed monthly pricing for lease contract of an articulated haul truck, as specified herein for five (5) years, or ten thousand (10,000) hours, whichever occurs first. Price shall include total monthly cost of unit, including tax lease and service.	\$ _____ Per Month
2	Firm, fixed pricing to extend month-to-month lease/rental pricing, following the original term of the lease agreement for the articulated haul truck.	\$ _____ Per Month

EXHIBIT A

OFFEROR INFORMATION

The offeror should provide the following information about the offeror's organization:

Provide a brief company history, including the founding date and number of years in business as currently constituted.

Describe the nature of the vendor's business, type of services performed, etc. Identify the vendor's website address, if any.

Provide a list of and a short summary of information regarding the vendor's current contracts/clients.

List, identify, and provide reasons for each contract/client gained and lost in the past two (2) years.

EXHIBIT B

CURRENT/PRIOR EXPERIENCE

The offeror should copy and complete this form documenting the offeror and any subcontractor’s current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror Name or Subcontractor Name: _____ (if reference is for a Subcontractor):	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company/Client:	
Address of Reference Company/Client:	
Reference Contact Person Name, Phone #, and E-mail Address:	
Title/Name of Service/Contract	
Dates of Project Initiation and Project Completion:	
If service/contract has terminated, specify reason:	
Description of Services Performed, such as: ✓ What the offeror did ✓ How the offeror did it ✓ Results ✓ Additional Detail	
Personnel Assigned to Service/Contract (include all key personnel and identify role):	

EXHIBIT C

EXPERTISE OF KEY PERSONNEL

(Copy and complete this table for each key person proposed)

Title of Position: _____	
Name of Person:	
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed.	
# of years' experience in area of service proposed to provide:	
Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships	
Describe this person's responsibilities over the past 12 months.	
Previous employer(s), positions, and Dates	

Staffing Methodology

Describe the person's planned duties/role proposed herein:	
--	--

List of Projects and Roles Completed

Describe the projects worked by the individual and the specific role:	
---	--

EXHIBIT D

METHOD OF PERFORMANCE

The offeror should use this Exhibit, or any format desired, to present a written plan for performing the requirements specified in this Request for Proposal.

Offeror shall provide at a minimum:

Full color descriptive literature for each item proposed.

Lead-time for delivery.

Sample/Proposed Agreement for a tax lease with monthly cost.

Sample/Proposed Agreement for service for the term of the lease with monthly cost.

Sample/Proposed Agreement for the month-to-month lease after the original lease expires.

EXHIBIT E**NOTICE TO OFFERORS****Sections 285.525 To 285.550 RSMo.**

Pursuant to section 285.530 (1) RSMo., No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. {RSMo 285.530 (2)}

An Employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. **The E-verify system issues a Memorandum of Understanding once enrollment is complete; the City of Columbia requires a copy of this document be attached to the Work Authorization Affidavit.** The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. {RSMo 285.530 (4)}

For offerors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:
<http://www.dhs.gov/e-verify>

EXHIBIT E, Continued
CITY OF COLUMBIA, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL BIDS IN EXCESS OF \$5,000.00)

County of _____)
)SS.
State of _____)

My name is _____ I am an authorized agent of _____ (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Affiant

Printed Name

Personally appeared before me, a Notary Public, within and for the County of _____,

State of Missouri, the person whose signature appears above, **PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED**, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this _____ day of _____, 20_____.

My Commission expires _____, 20_____.

(Notary Public)

EXHIBIT F

MISCELLANEOUS INFORMATION

Employee/Conflict of Interest:

Offerors who are elected or appointed officials or employees of the City of Columbia or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror or any owner of the offeror's organization is currently an elected or appointed official or an employee of the City of Columbia or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the City of Columbia or any political subdivision thereof:	
If employee of the City of Columbia or political subdivision thereof, provide name of City or political subdivision where employed:	
Percentage of ownership interest in offeror's organization held by elected or appointed official or employee of the City of Columbia or political subdivision thereof:	_____%

Registration of Business Name (if applicable) with the Missouri Secretary of State

The offeror should indicate the offeror's charter number and company name with the Missouri Secretary of State. Additionally, the offeror should provide proof of the offeror's good standing status with the Missouri Secretary of State. If the offeror is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

<i>Charter Number (if applicable)</i>	<i>Company Name</i>
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:	

EXHIBIT G

SPECIFICATION CHECKLIST

Specifications	Bidder's Proposal / Compliance
Articulated Haul Truck 45 ton 6X6 Articulated haul Truck	Make _____ Model _____ - Mfg. Date _____
Basic Components – Unit shall meet or exceed the following specifications:	
Diesel-Turbocharged Tier 4 compliant engine with 480 Gross horsepower or greater	
A payload of 45 tons or greater	
Block heater with fixed plug and water proof cover	
Hand and guard rails	
Equipped with skid plates to protect the engine and the transmission	
Factory installed lights: 4 headlight, dome light, and brake light	
Radial tires	
A backup camera with monitor installed with clear visibility to the operator	
Scissor style tail gate	
Heat bed	
Operator’s Station – Unit shall meet or exceed the following specifications:	
Operator seat shall be heavy duty with high quality air suspension seat, (cloth covered) arm rest, and seat belt	
Trainer seat shall be full size with fixed suspension and seat belt	
Factory installed air conditioning and heat with recirculation air control and fresh air filter	
Factory installed heavy duty AM/FM radio	
Factory installed front and rear windshield wipers/washer	
Cab shall be rated no higher than 85 dB during normal operation	
Factory installed monitoring equipment with buzzer to monitor engine oil pressure, coolant temperature, and hydraulic oil temp	
Factory installed display monitor to include: tachometer, hour meter, coolant temperature, oil pressure, fuel level, hydraulic temperature gauges with warning buzzers	
Factory installed alarm to notify the operator when the bed is in raised position	

Factory installed horn	
Factory installed back-up alarm	
Heated and powered adjustable mirrors	
Engine/Electrical – Unit shall meet or exceed the following specifications:	
Engine shall be at a minimum Tier IV compliant, with a minimum of 480 h.p.	
Engine shall be bio-fuel compatible	
Engine shall be equipped with two stage air cleaner with indicator lamp that is visible to the operator at the operator station	
Engine shall have 24 volt electrical system/with mast disconnect switch	
Factory installed 24 to 12 volt converter, with cab pre wired for city radio	
Radiator, hydraulic, transmission coolers shall be mounted for easy access for operator and service	
Power Train/Transmission– Unit shall meet or exceed the following specifications:	
Transmission shall be fully automatic, planetary gear design, with a minimum of 8 forward gears, and 2 reverse gears	
Transmission shall have retarder to include: electable levels of retarding	
Shall have a filter service indicator located on the instrument panel	
Axles and Differentials– Unit shall meet or exceed the following specifications:	
Machine shall have operator controlled wet clutch type differential locks on all axels	
All axles shall have full floating axle shafts with planetary final drive wheels ends	
Rear suspension shall be a walking beam design	
Brakes– Unit shall meet or exceed the following specifications:	
Service brakes shall be a dual circuit system to include: hydraulic disc brakes on all 3 axles	
The emergency/parking brake shall be spring applied and oil released disc brake with hydraulic accumulator, shall be independent from the service brakes	
Steering– Unit shall meet or exceed the following specifications:	
Machine shall have a secondary steering system, electric over hydraulic which can operate with the machine running	
Service/Repairs	
Shall provide local service and repairs to machine	
Shall provide training to landfill operators	



162/2022

Fabick

Supplier Response

Event Information

Number: 162/2022

Title: Articulated Haul Truck - Lease Agreement - Multi Year

Type: Request for Proposal

Issue Date: 6/8/2022

Deadline: 6/24/2022 05:00 PM (CT)

Notes: Due to COVID-19 Pandemic, access to City Hall has been restricted; all public bid openings for the City of Columbia are cancelled until further notice. Bid responses and proposals may be submitted online through the City of Columbia's bidding website, excluding any original documents needed if/or as set forth in bid documents. Responses may be delivered via carrier service, USPS or if necessary drop off at City Hall by scheduling a time with Michelle Sorensen at (573) 874-6317.

No faxed or e-mail responses shall be accepted. If you choose to submit manually, (hard paper copy) go to "Attachments" print the Final RFQ in its entirety, complete and submit to: City of Columbia, 701 East Broadway, Purchasing/5th Floor, Columbia, MO 65201

Bids must be received in Purchasing and date stamped by the bid closing date and time. Bids shall be in a sealed envelope, have the bid number and description labeled on the outside of the envelope.

Contact Information

Contact: Michelle Sorensen

Address: 701 East Broadway

Purchasing/5th Floor
Columbia, MO 65202
Phone: (573) 874-6317
Email: Michelle.Sorensen@CoMO.gov

Fabick Information

Address: 7841 East ABC Lane
Columbia, MO 65202
Phone: (866) 631-4789

By submitting your response, you certify that you are authorized to represent and bind your company.

Luke Baker

Signature

Submitted at 6/23/2022 02:51:30 PM (CT)

luke.baker@fabickcat.com

Email

Response Attachments

745 Specolog.pdf

Spec List

Lease Info.pdf

Cat Lease Doc

745 Bid Part 1.pdf

Part 1 RFQ

745 Bid Part 2.pdf

Part 2 RFQ

NEW_Premier_Equipment_Protection_Plan_with_new_logo.pdf

Premier Protection Plan

745 Full spec.pdf

In depth specs

740 EJ 745 2 Page Key Features.pdf

745 Key Updates

745-City of Columbia.pdf

Proposal

Bid Attributes

1 Response

Online Response

If responding online, are all documents uploaded?

If a Bid Bond is required:

Submitting online a surety bid bond shall be accepted. Upload the surety confirmation.

If not using a surety bond, an original bid bond on the City of Columbia form shall be delivered, date and timed stamped in the Purchasing Department by bid closing date and time.

Mailing Information: City of Columbia, PURCHASING DEPARTMENT, 701 East Broadway, Columbia, MO, 65202, Attention: Michelle

Yes



Cat[®] 745

Articulated Truck

The Cat[®] 745 features a world-class cab, re-engineered using global operator feedback to advance comfort and ease of operation. Enhancements include class-leading levels of performance and new features, such as Advanced Automatic Traction Control (AATC) and assisted hoisting control, that keep a machine productive all day long.

Proven Reliability

- Cat C18 engine delivers proven reliability across a variety of applications.
- Terrain-based throttle control smooths throttle input over rough terrain to improve ride quality.
- Enhanced reliability through commonality and design simplicity with long life to overhaul.
- Minimized impact of emissions systems allows excellent response and ample power.
- Combination of engine compression brake and hydraulic retarder improves response and increases retarding power for controlled descent of grades.
- Aftertreatment technologies reduce emissions, including reducing NOx emissions by 80%.

Durability

- All structures and components are proven through extensive testing and customer experience.
- Advanced suspension allows for greater speed over rough terrain, while softening impact loads.
- Front suspension oscillates ± 6 degrees for a smooth ride.
- Frames are designed to handle torque loads, decrease hitch area stress, and optimize suspension geometry.
- Frames are robot-welded for maximum durability.

Achieve Greater Productivity

- Advanced Automatic Traction Control (AATC) decreases wheel slippage, delivering maximum traction and productivity. Fully automatic, no operator action.
- Advanced Productivity Electronic Control Strategy (APECS) and Electronic Clutch Pressure Control (ECPC) deliver smooth gear changes with improved acceleration and increased productivity.
- Automatic Retarder Control (ARC) manages the retarder without any operator interaction. Fully automatic 100% of the time.
- New Assisted Hoisting Control allows automatic tipping and lowering of the dump body at the flick of a switch.
- Combined hoist/transmission lever, exclusive to Caterpillar, places multiple controls on the transmission lever, incorporates park brake, and reduces operator interaction by as much as 50%.

Boost Fuel Efficiency

- Economy mode reduces fuel use without affecting productivity and can be engaged with a single button.
- Next-generation machine design improves fuel economy with minimized maintenance costs and the same great power and response.
- Innovative air-management systems optimize airflow and enhance power and fuel efficiency.
- Advanced Mechanically-Actuated Electronically Controlled Unit Injection (MEUI)[™]-C injector platforms deliver increased injection pressures and more precise fuel rates.
- The Cat NOx Reduction System (NRS) captures and cools a small quantity of exhaust gas, then routes it back into the combustion chamber where it drives down combustion temperatures and reduces NOx emissions.



Cat® 745 Articulated Truck

Easy, Comfortable Operator Environment

- New cab has 20% more interior space and is designed to make all aspects of machine operation as simple as possible for every operator.
- Cab is 7 dB quieter for a more comfortable working environment.
- Increased glass area optimizes operator and trainer visibility.
- Newly styled and updated dash puts controls within easy reach and features LED-illuminated rocker switches.
- Simple, intuitive control and display layouts allow the operator to focus on safe machine operation while maintaining productivity.
- Updated touchscreen display allows for easy monitoring and adjustment of systems.
- Make and receive hands-free calls via the optional Bluetooth® equipped stereo.
- Improved automatic climate control system makes maintaining the desired temperature easier.
- Increased and improved storage prevents cabin clutter.

Technology That Gets Work Done

- Integrated systems give you the ability to make timely, fact-based decisions to maximize efficiency, improve productivity, and lower costs.
- Product Link™ system connects to each machine wirelessly, allowing you to monitor location, hours, fuel use, productivity, idle time, and diagnostic codes.
- Payload technology allows operators to view real-time load weights on the integrated display.
- External payload indicator lights alert the loader when to stop, reducing the risk of machine overloading.
- Stability assist software reports information via online VisionLink®, increasing awareness of machine history if a rollover has occurred.

Built-In Safety Features

- Cat Detect with Stability Assist provides audible and visual alerts to the operator if the machine approaches an unstable angle during operation to prevent body or cab rollover.
- Enter the machine safely with machine wakeup and new stairway lighting.
- Grab rail allows for easier and safer machine access.
- Operator-presence detection system applies parking brake if gear is engaged and operator is not seated.
- In-cab tertiary brake switch allows the operator to bring the machine to a safe stop in the unlikely event of both main and secondary brake circuits failing.
- Electro-hydraulic secondary steering activates automatically if low pressure is sensed in primary system.
- Hill Assist reduces potential roll-back on grades.
- Waiting brake applies the service brakes when neutral is selected and button is pressed, allowing quick and easy control of the machine while dumping and loading.

Reduced Maintenance Costs

- Durable design and easier servicing mean maximized uptime, and reduced service costs.
- Universal joints are lubricated for life, eliminating any greasing during the product lifetime.
- Coolant formula improves component life by reducing corrosion.
- Entire machine is designed for greater ease of maintenance with side-tilting cab, electrically raised hood, access panels, and Cat Data Link connector.

Standard and Optional Equipment

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

	Standard	Optional		Standard	Optional
OPERATOR ENVIRONMENT			POWER TRAIN		
Air conditioning with R134a refrigerant	✓		Auto shift nine-speed forward and two-speed reverse transmission	✓	
Combined gear selection and hoist control lever	✓		Cat C18 engine	✓	
Liquid Crystal Display (LCD)	✓		Cat Clean Emissions Module (CEM) and exhaust aftertreatment package	✓	
Mirrors: extensive arrangement for improved visibility	✓		CX38 transmission	✓	
Mirrors, heated motorized		✓	Differentials: standard with automatic clutched inter- and cross-axle differential locks	✓	
Machine operation monitoring system	✓		Dual circuit oil immersed, enclosed brakes – all wheels	✓	
Operator seat belt, four-point		✓	Retarder: engine compression brake and hydraulic	✓	
Radio, Bluetooth stereo system		✓	Three axle, six-wheel drive	✓	
Seats: operator – fully adjustable, air suspension, retractable lap belt; trainer – padded with retractable lap belt	✓		SAFETY		
Seat, heated/cooled		✓	Rearview camera	✓	
Secondary steering – electro hydraulic	✓		Reverse alarm	✓	
Sun visor	✓		ROPS/FOPS cab	✓	
Tilt and telescopic steering wheel	✓		GUARDS		
Touchscreen display incorporating the rearview camera video feed	✓		Axle	✓	
Windshield wiper and washer, two speed, intermittent (front)	✓		Crankcase	✓	
TECHNOLOGY			Radiator	✓	
Cat Detect with Stability Assist	✓		Rear window	✓	
Cat Production Measurement payload monitoring system		✓	OTHER		
Machine Security System (MSS)		✓	Auto lube installation for automatic greasing of bearings		✓
Product Link Elite: PLE641 (cellular)	✓		Bare chassis (no body) long wheel base		✓
Product Link Elite: PLE631 (satellite)		✓	Bare chassis (no body) standard wheel base		✓
ELECTRICAL AND LIGHTING			Body liners		✓
Batteries (two) maintenance free	✓		Cold weather coolant -51°C (-60°F)		✓
Cold weather start attachment		✓	Exhaust heated body		✓
Electrical system: 24-volt, 5A 24- to 12-volt converter	✓		Fast fuel fill		✓
Engine block heater		✓	Fuel additive – anti-waxing		✓
Ether start		✓	Mud flaps: wheel arch and body mounted with transportation tiebacks	✓	
Flashing LED beacon		✓	Scissor tailgate		✓
Lighting systems: cab interior, two head lamps, two width marker, two reversing, work light/cab access light, two stop/tail lights, front and rear direction indicators	✓		S-O-S SM sampling valves	✓	
Main disconnect switch	✓		Sound suppression (optional outside EFTA*)		✓
Roof mounted High Intensity Discharge (HID) work lights		✓	Tires, six 29.5R25, radial	✓	
			Vandalism protection: lockable caps	✓	
			Wheel chocks		✓

* EFTA countries are EU countries plus Iceland, Norway, Lichtenstein, and Switzerland.

Cat® 745 Articulated Truck

Technical Specifications

Engine

Engine Model	C18	
Gross Power (SAE J1995:2014)	381 kW	511 hp
Net Power (SAE J1349:2011)	370 kW	496 hp
Engine Power (ISO 14396:2002)	376 kW	504 hp
Bore	145 mm	5.7 in
Stroke	183 mm	7.2 in
Displacement	18.1 L	1,106 in ³

- Advertised power is tested at 1,700 rpm.
- The net power advertised is the power available at the flywheel when the engine is equipped with alternator, air cleaner, aftertreatment, and fan at minimum speed.
- Net power when the fan is at maximum speed is 348 kW (467 hp) per the SAE reference conditions.
- The C18 meets U.S. EPA Tier 4 Final and EU Stage V emission standards.
- DEF used in Cat SCR systems must meet the requirements outlined in ISO 22241-1. ISO 22241-1 requirements are met by many brands of DEF, including those that carry the AdBlue or API certifications.

No Engine Derating Below	3050 m	10,000 ft
Peak Engine Torque Gross (SAE J1995:2014)	2618 N·m	1,931 lbf·ft
Peak Engine Torque Net (SAE J1349:2011)	2558 N·m	1,887 lbf·ft
Peak Engine Torque Speed	1,200 rpm	

Weights

Rated Payload	41 tonnes	45.2 tons
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Body Capacities

Heaped SAE 2:1	25 m ³	32.7 yd ³
Struck	18.5 m ³	24.2 yd ³
Tailgate Heaped SAE 2:1	26.5 m ³	34.7 yd ³
Tailgate Struck	19.5 m ³	25.5 yd ³

Transmission

Speed	km/h	mph
Forward 1	6.1	3.8
Forward 2	8.1	5
Forward 3	11.2	7
Forward 4	14.1	8.8
Forward 5	18.7	11.6
Forward 6	22.9	14.2
Forward 7	31.5	19.6
Forward 8	37.9	23.5
Forward 9	54.8	34
Reverse 1	6.4	4
Reverse 2	14.6	9.1

Standards

Brakes	ISO 3450:2011
Cab/FOPS	ISO 3449:2005 Level II
Cab/ROPS	ISO 3471:2008
Steering	ISO 5010:2019

Air Conditioning System

- The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430). The system contains 1.2 kg of refrigerant which has a CO₂ equivalent of 1.716 metric tonnes.

Sound Levels

- | | |
|--------------|----------|
| Interior Cab | 72 dB(A) |
|--------------|----------|
- The declared dynamic operator sound pressure level is 72 dB(A) when ISO 6396:2008 is used to measure the value for an enclosed cab. The measurement was conducted at 70% of the cooling fan's maximum speed. The sound level may vary at different cooling fan speeds. The measurement was conducted with the cab doors and the cab windows closed. The cab was properly installed and maintained.
 - Hearing protection may be needed when operating with an open operator station and cab or when not properly maintained or with doors/windows open for extended periods or in noisy environments.

Operating Weights

Front Axle – Empty	19 738 kg	43,515 lb
Center Axle – Empty	6944 kg	15,309 lb
Rear Axle – Empty	6682 kg	14,731 lb
Total – Empty	33 363 kg	73,553 lb
Front Axle – Rated Load	5900 kg	13,007 lb
Center Axle – Rated Load	17 550 kg	38,691 lb
Rear Axle – Rated Load	17 550 kg	38,691 lb
Total – Rated Load	41 000 kg	90,390 lb
Front Axle – Loaded	25 638 kg	56,522 lb
Center Axle – Loaded	24 494 kg	54,000 lb
Rear Axle – Loaded	24 232 kg	53,422 lb
Total – Loaded	74 363 kg	163,942 lb

Body Plate

High strength Brinell HB450 wear resistant steel

Body Plate Thickness

Front Plate	7 mm	0.28 in
Chute	14 mm	0.55 in
Side Plates	11 mm	0.43 in
Base Plate	14 mm	0.55 in

Service Refill Capacities

Fuel Tank	550 L	145.3 gal
DEF Tank	25 L	5.3 gal
Cooling System	90 L	23.7 gal
Brake Cooling System	67 L	17.7 gal
Hydraulic System	140 L	36.9 gal
Engine Crankcase	52 L	13.7 gal
Transmission	75 L	19.8 gal
Final Drives/Differential	5 L	1.3 gal
Axles	60 L	15.8 gal

Body Hoist

Raise Time	12 seconds
Lower Time	10 seconds

AEXQ3087-01 (11-2021)
Build Number: 04A
(N Am, Eur, Aus-NZ, Jpn)



Caterpillar Financial Services Corporation

Finance Proposal

CUSTOMER

Name: CITY OF COLUMBIA, MO

Address P.O. BOX 7236
City COLUMBIA
State MO

Good if:
Acknowledged by Jul-20-2022
Funded by Jul-20-2022

DEALER

JOHN FABICK TRACTOR COMPANY
Sales person Baker D120, Luke
Dealer contact
Telephone

Quote number 4409266
Fax Number
Quote Date 20-Jun-22
Quote Time 03:39:57 PM

FINANCE PROPOSAL

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Finance Type Cat Value Option
Number of Payments 60 Monthly
Payments in Arrears

Quoted By Ruth Riegel D120
Report Created By Ruth Riegel D120

Table with 7 columns: Model, ADR Code, Ann. Hours, Qty, Payment, Purchase Option. Row 1: New 745-04, 15.000, 2000, 1, 14,957.91, 165,270.00

Special Conditions:
745-04

Serial Number -, Model Year - 2023, Industrial Environment;
Major Attachments-Dump Body; Blades/Buckets/Rippers-Tailgate, Autolube;
Manual Configuration and Work Tools:

Payment Structure - Asset
60 Monthly payment(s) 14,957.91

Table with 4 columns: Model, Insurance, Payment w/Insurance. Row 1: New 745-04, 967.32, 15,925.23

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.

CONDITIONS

Insurance: The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.

Taxes: All taxes are the responsibility of the customer and may or may not be included in the above payment amount.

Equipment: The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.

Approval: This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Caterpillar Financial Services Corporation
2120 West End Avenue, Nashville, TN 37203
(615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by:

Caterpillar Financial Services Corporation

Acknowledged by:

CITY OF COLUMBIA, MO

Date



SOLICITATION NO.: Request for Proposal (RFP) 162/2022
BUYER: Michelle Sorensen
PHONE NO.: (573) 874-6317
E-MAIL: Michelle.Sorensen@com0.gov

TITLE: Articulated Haul Truck – Lease Agreement -- Multi Year

ISSUE DATE: June 8, 2022

RETURN PROPOSAL NO LATER THAN: June 24, 2022 AT 5:00 PM CENTRAL TIME (END DATE)

OFFERORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH THE CITY'S E-BIDDING WEBSITE BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type Solicitation Number and End Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing Division office (701 E. Broadway, 5th Floor) by the return proposal date and time.

	(U.S. Mail)	(Courier Service)
RETURN PROPOSAL TO:	CITY OF COLUMBIA PURCHASING or CITY OF COLUMBIA PURCHASING	
	PO BOX 6015	701 E. BROADWAY, 5th FLOOR
	COLUMBIA MO 65205	COLUMBIA MO 65201

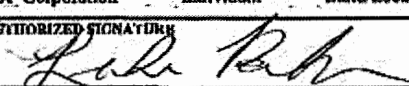
CONTRACT PERIOD: Effective Date of Contract through One (1) Year
DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

City of Columbia, Utilities Department
 Columbia, MO 65201

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein. The offeror further agrees that the language of this RFP shall govern in the event of a conflict with their proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Purchasing Division or when a Contract is signed and issued by an authorized official of the City of Columbia, a binding contract shall exist between the offeror and the City of Columbia.

SIGNATURE REQUIRED

OFFEROR NAME Fabick Caterpillar
MAILING ADDRESS 7841 E ABC Ln
CITY, STATE, ZIP CODE Columbia MO 65203

CONTACT PERSON Luke Baker	EMAIL ADDRESS luke.baker@fabickcat.com
PHONE NUMBER 573-476-9189	FAX NUMBER 573-442-0630
OFFEROR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> X Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE 	DATE 6/23/2022
PRINTED NAME Luke Baker	TITLE Territory Manager

1. INTRODUCTION AND GENERAL REQUIREMENTS

INTRODUCTION:

This document constitutes a request for competitive, sealed proposals for the provision of an articulated truck and lease agreement for the City of Columbia, Missouri (hereinafter referred to as City) as set forth herein.

Organization - This document, referred to as an RFP, is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work and Technical Specifications
- 3) Proposal Submission Information
- 4) Pricing Page(s)
- 5) Exhibits A – G

Terminology/Definitions: Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any addendum thereto, the definition or meaning described below shall apply.

- Addendum/Amendment means a written, official modification to an RFP.
- Attachment applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- Proposal end date and time and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- Offeror means the supplier, vendor, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- Buyer means the procurement staff member of the Purchasing Division. The contact person as referenced herein is usually the buyer.
- Contract means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- Contractor means a supplier, offeror, person, or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- Exhibit applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified end date and time.
- Request for Proposal (RFP) means the solicitation document issued by the Purchasing Division to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes all pricing pages, exhibits, attachments, and addendums thereto.
- May means that a certain feature, component, or action is permissible, but not required.
- Must means that a certain feature, component, or action is a mandatory condition.
- Pricing Page(s) applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The Pricing Pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal end date and time.
- Shall have the same meaning as the word must.
- Should means that a certain feature, component and/or action are desirable but not mandatory.

SCHEDULE OF ACTIVITIES:

DATE	ACTIVITY
June 10, 2022	Close of written <i>Requests for Additional Information</i>
June 15, 2022	Written responses to <i>Requests for Additional Information</i> sent to all
June 24, 2022	Request for Proposal is due by June 24, 2022 5:00 p.m. CST

August, 2022	Contract Start Date
The above dates are target dates and may change.	

PROPOSAL SUBMISSION:

Proposals may be submitted in a sealed envelope at the purchasing office or uploaded electronically on the City's E-bidding website. No fax or e-mail proposals will be accepted. Sealed proposals must be delivered to the Finance Department, Purchasing Division, 701 E. Broadway, 5th Floor, Columbia, MO 65201 by the closing date and time. Proposals received after the appointed time will be determined non-responsive and will not be opened. The proposal must be in sealed envelopes and marked in bold letters "RFP 162/2022 – ARTICULATED HAUL TRUCK."

QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR PROPOSAL:

All questions concerning the solicitation and specifications shall be submitted in writing via e-mail to the name below. You are encouraged to submit your questions via e-mail.

Michelle Sorensen, CPPH, Procurement Officer
 Phone: 573-874-6317
 E-mail: Michelle.Sorensen@como.gov

Any oral responses to any question shall be unofficial and not binding on the City of Columbia. An Addendum to this RFP providing the City of Columbia's official response will be issued if necessary to all known prospective offerors. Questions must be submitted no later than 5:00 p.m. on June 10, 2022.

This written *Request for Additional Information* will take place of the normal Pre-Proposal Conference.

VALIDITY OF PROPOSALS:

Offerors agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

REJECTION OF PROPOSALS:

The City of Columbia reserves the right to reject any or all proposals received in response to this RFP, or to cancel the RFP if it is in the best interest of the City of Columbia to do so. Failure to furnish all information requested in this RFP may disqualify the proposal. Any exceptions to the requirements specified must be identified in the proposal.

WITHDRAWAL OF PROPOSALS:

Any offeror may withdraw his or her proposal at any time prior to the scheduled closing time for the receipt of proposals. However, no proposal will be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for the receipt of proposals.

ALTERATION OF SOLICITATION:

The wording of the City of Columbia's solicitation may not be changed or altered in any manner. Offerors taking exception to any clause in whole or in part should do so by listing said exceptions on their letterhead and submitting them with their proposal; such exceptions will be evaluated and accepted or rejected by the City of Columbia, whose decision will be final.

RESPONSE MATERIAL OWNERSHIP:

All material submitted regarding this RFP becomes the property of the City of Columbia. Any person may review proposals after the Agreement has been issued, subject to the terms of this solicitation.

INCURRING COSTS:

The City of Columbia shall not be obligated or be liable for any cost incurred by offerors prior to issuance of an Agreement. All costs to prepare and submit a response to this solicitation shall be borne by the offeror.

COLLUSION CLAUSE:

Any agreement or collusion among offerors and prospective offerors to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the proposals of such offerors void.

CONTRACT DOCUMENTS:

The final agreement between the City of Columbia and the offeror will include by reference:

- Offeror's Response to the RFP
- The City Issued RFP with any addendums

Any changes, additions or modifications hereto will be in writing and signed by the Purchasing Agent. No other individual is authorized to modify the agreement in any manner.

FUNDS:

Financial obligations of the City of Columbia payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting Contract will become null and void, without penalty to the City of Columbia.

STATE OF ISRAEL:

If applicable under Section 34.600 RSMo, and to the extent not in violation of any state or federal constitution, Contractor hereby certifies that Company is not currently engaged in and shall not for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

2. SCOPE OF SERVICES AND TECHNICAL SPECIFICATIONS

PERIOD OF SERVICE:

Lease shall be for five (5) years or ten thousand (10,000) hours whichever occurs first.

Contractor shall write the lease agreements with annual renewals contingent on the City of Columbia fiscal budget appropriations. Additionally, the lease agreement shall continue, with added provisions for a month-to-month lease/rental of the unit following the term of the original lease, if in the best interest of the City of Columbia.

SCOPE OF SERVICES:

The City of Columbia Utilities department is seeking an articulated haul truck with a lease agreement.

Contractor shall meet the following requirements, at a minimum:

- Provide all service, maintenance and repair cost (excluding wear parts and negligence).
- Provide provisions for unit to be removed from site, if required for service/repair, all transportation costs shall be at the expense of the contractor.
- Supply an equivalent unit, or pay five hundred (\$500.00) per day fee to the City of Columbia, if leased unit is down for over six (6) consecutive working days (Monday-Saturday).

TECHNICAL SPECIFICATIONS:

Contractor shall meet the technical specifications listed in Exhibit G, Specification checklist.

3. PROPOSAL SUBMISSION INFORMATION

SUBMISSION OF PROPOSALS:

On-line Proposal - If a registered offeror is responding electronically through the City of Columbia Bidding System website, in addition to completing the pricing, the registered offeror should submit completed exhibits, forms, and other information concerning the proposal as an attachment to the electronic proposal. The registered offeror is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

The exhibits, forms, and Pricing Page(s) provided herein can be saved into a word processing document, completed by a registered offeror, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Be sure to include the solicitation/bid number, company name, and a contact name on any electronic attachments.

In addition, a registered offeror may submit the exhibits, forms, Pricing Page(s), etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.

If a registered offeror submits an electronic and hard copy proposal response and if such responses are not identical, the offeror should explain which response is valid. In the absence of an explanation, the City of Columbia shall consider the response which serves its best interest.

Hard Copy Proposal - If the offeror is submitting a proposal via the mail or a courier service or is hand delivering the proposal, the offeror should include completed exhibits, forms, and other information concerning the proposal (including completed Pricing Page(s) with the proposal. The offeror is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

Recycled Products - The City of Columbia recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the offeror is requested to print the proposal double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted in a notebook or binder.

Open Records - Pursuant to section 610.021, RSMo, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. At that time, all proposals are scanned into the Purchasing Division imaging system.

The scanned information will be available upon request from the Purchasing Division. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers.

In preparing a proposal, the offeror should be mindful of document preparation efforts for scanning purposes and storage capacity that will be required to image the proposals and should limit proposal content to items that provide substance, quality of content, and clarity of information.

To facilitate the evaluation process, the offeror is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the City of Columbia is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

The proposal should be page numbered.

The signed page one from the original RFP and all signed addendums should be placed at the beginning of the proposal.

Each section should be titled with each individual evaluation category and all material related to that category should be included therein.

Questions Regarding the RFP – Except as may be otherwise stated herein, the offeror and the offeror's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer.

The buyer may be contacted via e-mail or phone as shown on the first page.

Only those questions which necessitate a change to the RFP will be addressed via an addendum to the RFP. Offerors are advised that any questions received less than ten (10) calendar days prior to the RFP opening date may not be addressed.

Joint Venture or Co-Counsel Response – If the proposal is being submitted in conjunction with another entity or law firm (similar to a joint response, joint venture, or co-counsel), there can be only one (1) response submitted in response to the Request for Proposal by the entities/firms involved. Therefore, only one (1) entity/firm must be designated as lead and must be designated as the official offeror for purposes of submitting the proposal. Such lead offeror and contractor, if awarded the contract, must be the only party officially signing and submitting the proposal as well as serving as the official signatory for the joint venture or co-counsel.

COMPETITIVE NEGOTIATION OF PROPOSALS:

The offeror is advised that under the provisions of this Request for Proposal, the Purchasing Division reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

Negotiations may be conducted in person, in writing, or by telephone.

Negotiations will only be conducted with potentially acceptable proposals. The Purchasing Division reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer if necessary.

Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Purchasing Division determines that a change in such requirements is in the best interest of the City of Columbia.

EVALUATION AND AWARD PROCESS:

After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below. The contract(s) shall be awarded to the lowest and best proposal(s). The City of Columbia reserves the right to reject any or all proposals, to negotiate with any offeror considered qualified, or to make multiple or single award(s) without further discussion.

Evaluation Criteria/Scoring Category	Maximum Points
Cost	60 points
Offeror's Experience, Reliability, Expertise of Personnel, and Method of Performance	40 points
TOTAL	100 points

After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the evaluation committee. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Purchasing Division.

EVALUATION OF COST

Pricing – The offeror must provide pricing for all line items as required on the Pricing Page.

Objective Evaluation of Cost – The cost evaluation shall be based upon the firm, fixed pricing stated on the Pricing Page.

Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \text{Maximum Cost Evaluation points (60)} = \text{Assigned Cost Points}$$

The offeror shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The City of Columbia makes no guarantee regarding the accuracy of the quantities stated nor does the City of Columbia intend to imply that the figures used for the cost evaluation in any way reflect either actual or anticipated usage.

EVALUATION OF OFFEROR'S EXPERIENCE, RELIABILITY, EXPERTISE, AND METHOD OF PERFORMANCE

Experience and reliability of the offeror and expertise of the offeror's personnel will be considered subjectively in the evaluation process. Therefore, the offeror is advised to submit information concerning the offeror's organization, information documenting the offeror's experience in past performances related to the requirements of this RFP, and information documenting the qualifications of the personnel proposed by the offeror to perform the requirements of this RFP. If the offeror is proposing an entity other than the offeror to perform the required services, the offeror should also submit the information requested for such proposed subcontractor.

Offeror Information - The offeror should provide information about the offeror's organization on Exhibit A.

Experience - The offeror should provide information related to previous and current services/contracts of the offeror or any proposed subcontractor where performance was similar to the required services of this RFP. The information may be shown on Exhibit B or in a similar manner.

As part of the evaluation process, the City of Columbia may contact the offeror's references, including references not listed or identified within the offeror's proposal but who have current or previous experiences with the offeror.

The offeror shall agree and understand that the City of Columbia is not obligated to contact the offeror's references.

Personnel Expertise - The offeror should provide the information requested on Exhibit C for each key person proposed to provide the services required herein. The offeror may also submit resumes for such key personnel.

The information should identify any relevant qualifications and experience of the person in performing services similar to the services required herein.

Personnel Qualifications - If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

Licenses - The offeror should submit a copy of all licenses and/or certifications, related to the performance of the services required herein that are held by the personnel proposed to provide such services. If not submitted with the proposal, the City of Columbia reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

Proposals will be subjectively evaluated based on the offeror's plan for performing the requirements of the RFP. Exhibit D is provided for the offeror's use in providing information about the proposed method of performance.

Miscellaneous Submittal Information:

Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete Exhibit E, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. Exhibit E must be submitted prior to an award of a contract.

The offeror should complete and submit Exhibit F, Miscellaneous Information.

Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the City of Columbia. The offeror certifies by signing the signature page of this original document and any addendum signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Purchasing Division. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

4. PRICING PAGE

The offeror shall provide a firm, fixed price for the articulated haul truck and lease, in accordance with the provisions and requirements stated herein as needed and requested through the term of the lease agreement.

Line Item	Description	Contract Firm, Fixed Price
1	Firm, fixed monthly pricing for lease contract of an articulated haul truck, as specified herein for five (5) years, or ten thousand (10,000) hours, whichever occurs first. Price shall include total monthly cost of unit, including tax lease and service.	<u>\$ 14,975.91</u> Per Month
2	Firm, fixed pricing to extend month-to-month lease/rental pricing, following the original term of the lease agreement for the articulated haul truck.	<u>\$ 14,975.91</u> Per Month

EXHIBIT A

OFFEROR INFORMATION

The offeror should provide the following information about the offeror's organization:

Provide a brief company history, including the founding date and number of years in business as currently constituted.

Fabick was Founded in 1917. The attached web address goes more into depth.

<https://www.fabickcat.com/company/>

Describe the nature of the vendor's business, type of services performed, etc. Identify the vendor's website address, if any.

Caterpillar Heavy Equipment Dealer, full parts, service and sales capabilities. <https://www.fabickcat.com/>

Provide a list of and a short summary of information regarding the vendor's current contracts/clients.

**

List, identify, and provide reasons for each contract/client gained and lost in the past two (2) years.

Pricing and availability have been large factors in the past years.

**As the Cat dealer for portions of Missouri, Illinois, the entire state of Wisconsin and the Upper Peninsula of Michigan, we operate in 37 locations across the territory. From Cat machines that help maintain infrastructure and support our farmers, to aerial lifts and emergency power generation, Fabick Cat supplies the essential products to help make progress possible.

EXHIBIT B

CURRENT/PRIOR EXPERIENCE

The offeror should copy and complete this form documenting the offeror and any subcontractor's current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror Name or Subcontractor Name: <u>Fabick Caterpillar</u> (if reference is for a Subcontractor):	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company/Client:	Emery Sapp and Sons
Address of Reference Company/Client:	2301 Interstate 70 Dr NW, Columbia Mo 65202
Reference Contact Person Name, Phone #, and E-mail Address:	Scott Zepp 573-489-9205 Scott.zepp@emerysapp.com
Title/Name of Service/Contract	Regional Manager
Dates of Project Initiation and Project Completion:	Multiple 745 trucks delivered over the past 5 years
If service/contract has terminated, specify reason:	
Description of Services Performed, such as: ✓ What the offeror did ✓ How the offeror did it ✓ Results ✓ Additional Detail	Sold equipment Serviced equipment Repaired equipment in a timely manor
Personnel Assigned to Service/Contract (include all key personnel and identify role):	Columbia Mo Fabick Store

EXHIBIT C

EXPERTISE OF KEY PERSONNEL

(Copy and complete this table for each key person proposed)

Title of Position: Territory Manager	
Name of Person:	Luke Baker
Educational Degree (s): include college or university, major, and dates	BAS from Pittsburg State University
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed.	
# of years' experience in area of service proposed to provide:	8 years
Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships	Territory Manager for Fabick Caterpillar
Describe this person's responsibilities over the past 12 months.	Sell and rent heavy equipment in the central Missouri area
Previous employer(s), positions, and Dates	N/A

Staffing Methodology

Describe the person's planned duties/role proposed herein:	Manager customers needs within assigned territory
---	---

List of Projects and Roles Completed

Describe the projects worked by the individual and the specific role:	Involved with several in-company safety, service, and sales projects
--	--

EXHIBIT D

METHOD OF PERFORMANCE

The offeror should use this Exhibit, or any format desired, to present a written plan for performing the requirements specified in this Request for Proposal.

Offeror shall provide at a minimum:

Full color descriptive literature for each item proposed. See attached docs

Lead-time for delivery. Current lead time is 4-6 months

Sample/Proposed Agreement for a tax lease with monthly cost. See attached docs

Sample/Proposed Agreement for service for the term of the lease with monthly cost. See attached docs

Sample/Proposed Agreement for the month-to-month lease after the original lease expires. See attached docs

EXHIBIT E**NOTICE TO OFFERORS****Sections 285.525 To 285.550 RSMo.**

Pursuant to section 285.530 (1) RSMo., No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. {RSMo 285.530 (2)}

An Employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The E-verify system issues a Memorandum of Understanding once enrollment is complete; the City of Columbia requires a copy of this document be attached to the Work Authorization Affidavit. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. {RSMo 285.530 (4)}

For offerors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:
<http://www.dhs.gov/e-verify>

EXHIBIT E, Continued
CITY OF COLUMBIA, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL BIDS IN EXCESS OF \$5,000.00)

County of Boone)
)SS.
State of Missouri)

My name is Luke Baker . I am an authorized agent of Fabick Caterpillar (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Luke Baker
Affiant

Luke Baker
Printed Name

Personally appeared before me, a Notary Public, within and for the County of Boone,

State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this 23 day of June, 2022.

My Commission expires April 7, 2024.

Jerrilyn Carey
(Notary Public)

JERRILYN CAREY
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES APRIL 7, 2026
BOONE COUNTY
COMMISSION #14436362

EXHIBIT F

MISCELLANEOUS INFORMATION

Employee/Conflict of Interest:

<p>Offerors who are elected or appointed officials or employees of the City of Columbia or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror or any owner of the offeror's organization is currently an elected or appointed official or an employee of the City of Columbia or any political subdivision thereof, please provide the following information:</p>	
<p>Name and title of elected or appointed official or employee of the City of Columbia or any political subdivision thereof:</p>	<p>N/A</p>
<p>If employee of the City of Columbia or political subdivision thereof, provide name of City or political subdivision where employed:</p>	<p>N/A</p>
<p>Percentage of ownership interest in offeror's organization held by elected or appointed official or employee of the City of Columbia or political subdivision thereof:</p>	<p>0 %</p>

Registration of Business Name (if applicable) with the Missouri Secretary of State

The offeror should indicate the offeror's charter number and company name with the Missouri Secretary of State. Additionally, the offeror should provide proof of the offeror's good standing status with the Missouri Secretary of State. If the offeror is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

<p><i>Charter Number (if applicable)</i></p>	<p><i>Company Name</i></p>
<p>If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:</p>	

EXHIBIT G**SPECIFICATION CHECKLIST**

Specifications	Bidder's Proposal / Compliance
Articulated Haul Truck 45 ton 6X6 Articulated haul Truck	Make <u>Caterpillar</u> Model <u>745</u> - Mfg. Date <u>TBD</u>
Basic Components – Unit shall meet or exceed the following specifications:	
Diesel-Turbocharged Tier 4 compliant engine with 480 Gross horsepower or greater	✓
A payload of 45 tons or greater	✓
Block heater with fixed plug and water proof cover	✓
Hand and guard rails	✓
Equipped with skid plates to protect the engine and the transmission	✓
Factory installed lights: 4 headlight, dome light, and brake light	✓
Radial tires	✓
A backup camera with monitor installed with clear visibility to the operator	✓
Scissor style tail gate	✓
Heat bed	✓
Operator's Station – Unit shall meet or exceed the following specifications:	
Operator seat shall be heavy duty with high quality air suspension seat, (cloth covered) arm rest, and seat belt	✓
Trainer seat shall be full size with fixed suspension and seat belt	✓
Factory installed air conditioning and heat with recirculation air control and fresh air filter	✓
Factory installed heavy duty AM/FM radio	✓
Factory installed front and rear windshield wipers/washer	✓
Cab shall be rated no higher than 85 dB during normal operation	✓
Factory installed monitoring equipment with buzzer to monitor engine oil pressure, coolant temperature, and hydraulic oil temp	✓
Factory installed display monitor to include: tachometer, hour meter, coolant temperature, oil pressure, fuel level, hydraulic temperature gauges with warning buzzers	✓
Factory installed alarm to notify the operator when the bed is in raised position	✓

Factory installed horn	✓
Factory installed back-up alarm	✓
Heated and powered adjustable mirrors	✓
Engine/Electrical – Unit shall meet or exceed the following specifications:	
Engine shall be at a minimum Tier IV compliant, with a minimum of 480 h.p.	✓
Engine shall be bio-fuel compatible	✓
Engine shall be equipped with two stage air cleaner with indicator lamp that is visible to the operator at the operator station	✓
Engine shall have 24 volt electrical system/with mast disconnect switch	✓
Factory installed 24 to 12 volt converter, with cab pre wired for city radio	✓
Radiator, hydraulic, transmission coolers shall be mounted for easy access for operator and service	✓
Power Train/Transmission– Unit shall meet or exceed the following specifications:	
Transmission shall be fully automatic, planetary gear design, with a minimum of 8 forward gears, and 2 reverse gears	✓
Transmission shall have retarder to include: clectable levels of retarding	✓
Shall have a filter service indicator located on the instrument panel	✓
	✓
Axles and Differentials– Unit shall meet or exceed the following specifications:	
Machine shall have operator controlled wet clutch type differential locks on all axels	✓
All axles shall have full floating axle shafts with planetary final drive wheels ends	✓
Rear suspension shall be a walking beam design	✓
Brakes– Unit shall meet or exceed the following specifications:	
Service brakes shall be a dual circuit system to include: hydraulic disc brakes on all 3 axles	✓
The emergency/parking brake shall be spring applied and oil released disc brake with hydraulic accumulator, shall be independant from the service brakes	✓
Steering– Unit shall meet or exceed the following specifications:	
Machine shall have a secondary steering system, electric over hydraulic which can operate with the machine running	✓
Service/Repairs	
Shall provide local service and repairs to machine	✓
Shall provide training to landfill operators	✓



Fabick Cat
 One Fabick Dr.
 Fenton, MO 63026
 636.343.5900 tel
 636.680.1550 fax

PREMIER EQUIPMENT PROTECTION PLAN

This Premier Protection Plan (hereinafter the "EPP"), is provided to Owner on its Caterpillar Model _____, S/N _____ (hereafter the "Machine"), purchased from Fabick CAT, and will be for a period of _____ service hours, or _____ months from the delivery from Fabick CAT, whichever occurs first. The EPP coverage is in effect immediately after the Caterpillar new machine warranty expires.

Delivered to (customer): _____
 Delivery Date: _____

Subject to the exclusions, limitations, coverages and terms and conditions herein, and in the Caterpillar Premier Equipment Protection Bulletin(s) ("Bulletin"), Fabick CAT agrees to repair or replace at its option those components included in the Bulletin for the Machine in the event of defects in material and workmanship under normal use and proper service from the Delivery Date for the period set forth above, said coverage as further specified in the Bulletin to include:

Basic Engine - engine components essential to engine operation (i.e. fuel pump, oil pump, water pump, turbocharger, block, governor, engine control module, radiator, preheater, intake and exhaust piping, external hoses and lines for oil, water and air, muffler and fuel transfer pump)
Engine Attachments – starter, alternator, air conditioning compressor and system components and air compressor
Transmission, Torque Converter/Divider & Transfer Group - transmission pumps, controls, valves and system components
Differential(s), Final Drives, Drive Axles, & Drive Line (s) – pinion & bevel gear, drive shafts, and U-joints
Hydraulic Drive Pumps, Piston Type Motors, & Coolers on hydraulic excavators and machines equipped with hydrostatic drive or differential steering and all hydrostatic lines and hoses
Brake Components – hydraulic components (i.e. calipers, lines and master cylinder)
Steering Clutch Components on track-type loaders and tractors if so equipped
Differential Steering Components – differential steer planetary group, pump, motor and pilot valves
Vibratory Components on vibratory compactors. Includes vibratory mechanism, hydraulic pump and motor, hydraulic valves, universal joints, bearing and drum isolation system, lines and hoses
Winch Pumps & Valves

Rotor Drive Mechanism on paving profilers, reclaimers and stabilizers. - drive shaft group, sheave groups, and clutch group. Excluded are belts, chains and rotor brakes.
Electronic Motors, Controls and Sensors - wiring harness, switches, electronic actuators and motors
Compact Construction Equipment products ONLY - drive sprockets, idler/bogie/track/carrier rollers and wheels
Hydraulic / Steering Hoses & Lines
Hydraulic Tanks – and components
Hydraulic Oil Filter Base – excluding hydraulic oil filters
Hydraulic Pumps & Motors – all
Hydraulic Cylinders – all
Hydraulic Valves & Controls – all
Hydraulic Accumulators – steering, ride control and implement
Hydraulic Oil Coolers – baffles and shrouds
Body – frame, guards, shields, hood, fenders, fuel tank, ladders/steps, brackets and latches
Operator Compartment – cab, doors, seat assembly and components, gauges, consoles, steering column and HVAC
Electrical – wiring harnesses, relays, switches and circuit boards
Suspension – equalizer bar group, cylinders, valves, controls and stabilizer
Lines and Hoses all
Steering Components – linkage and tie rods
Undercarriage – track roller frame, adjuster & recoil spring only

The EPP is limited to the repair or replacement (including both PARTS & LABOR) of specifically covered items Fabick CAT shall determine in its sole opinion after inspection to have been defective in material or workmanship. The intent is not to restore the product to a like-new condition, but rather to restore the product to its operating condition just prior to the covered failure. All repairs performed under this Premier EPP must be performed at a Fabick CAT facility or other location authorized by Fabick CAT.

Except for manufacturers' standard warranties, **THE EPP IS EXPRESSLY IN LIEU OF ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.** Remedies under the EPP are limited to the provision of material and services, as specified herein. By executing the EPP, OWNER EXPRESSLY RELEASES FABICK CAT FROM ANY LIABILITY FOR CLAIMS OF SPECIAL, DELAY, INCIDENTAL AND CONSEQUENTIAL DAMAGES. The parties **WAIVE TRIAL BY JURY**. All claims and disputes concerning this Agreement shall be decided by **ARBITRATION** in accordance with Rules of the American Arbitration Association then in effect, and must be made within thirty (30) days of denial by Fabick CAT of an EPP claim. **The agreement is subject to the additional terms on reverse.**

Owner Name: _____ **Fabick CAT Representative:** _____

Owner's Authorization Representative: _____ **Acceptance Date:** _____

(Premier Equipment Protection Plan Continued)

The Premier EPP is subject to the following additional conditions and limitations. Repairs made pursuant to the EPP shall not extend the stated EPP period. The Machine may not be altered or modified in any manner from the original Caterpillar, Inc. configuration, except by Fabick CAT. Items replaced become the property of Fabick CAT. This Fabick CAT EPP is secondary to any applicable manufacturers' warranties and is not applicable to any item while still covered by any other manufacturers' warranty. Batteries, Mobil-Trac belts, Rubber track used on Compact Construction Equipment (CCE), Work Tools, Ground Engaging Tools (GET), Radios, Tires, Machine Control & Guidance and Undercarriage (except those items specifically listed on page 1) are manufacturer's warranty items not covered by EPP.

Owner Responsibility: The owner is responsible for assuring all recommended preventative maintenance is performed at the specified service intervals as described in the Operation & Maintenance Manuals. Preventative maintenance includes, but is not limited to, the servicing, adjusting and/or replacing of specified components. The owner may be required to provide proof of compliance with the maintenance schedules at the time of a failure. Proof may include receipts or copies of work orders or invoices showing the performed maintenance services. The owner shall give timely notice of an EPP or manufacturer warranted failure and promptly make the Machine available for repair.

Service Requirements: It is required and an express condition to the EPP that proper maintenance and operation practices regarding lubrication filter changes, oil changes, etc. are followed as outlined in the Caterpillar Operation & Maintenance Manual(s). It is the responsibility of the Owner to take oil samples from each compartment at hour intervals specified in the Caterpillar Operation & Maintenance Manual or every six months, whichever occurs first. It is required as an express condition that Owner use Caterpillar brand filters, power train and hydraulic components, power train related electrical components, and hydraulic system replacement parts on the Machine. At Owner's expense, oil samples must be submitted to Fabick Oil Analysis Lab, P.O. Box 26290, Fenton, MO 63026-1490. It is required that Owner follow Fabick CAT instructions regarding shut down and repair of the Machine, which in Fabick CAT's opinion needs preventive maintenance or repair. CCE products are exempt from the oil sampling requirements listed herein. Owner agrees to allow Fabick CAT's personnel reasonable access to the Machine during normal working hours for periodic inspection and for EPP services. **FAILURE TO COMPLY WITH SERVICE REQUIREMENTS WILL VOID THE EPP.**

General Exclusions and Limitations: Coverage is limited to only those particular defective parts specified as covered, subject to all exclusions and limitations and also subject to the following exclusions and limitations: wear out and normal deterioration, normal schedule maintenance and adjustment cost, modifications and applications not approved by Caterpillar, damage resulting from failure to replace mechanically worn or wear parts, misuse, abuse, use of improper or contaminated fuel, fluids, coolants or filters or improper levels of lubricants or coolants, chemical corrosion, weather damage, physical or mechanical erosion, failure to operate and maintain in accordance with Operation and Maintenance Manuals, improper storage procedures, accidents, vandalism, theft, riot, explosion, vermin, water, fire, or any other acts of God, accidents, transportation, hauling, towing costs or field service travel expenses, overtime premium cost, loss of time or downtime, parts shipping charges in excess of those which are usual and customary (i.e.: air freight), shop supply fees and taxes.

Other Exclusions from Coverage: The following are also Expressly Excluded from coverage but not limited to: non-covered components, disconnection, alteration, or malfunction of the service meter, fuel settings inconsistent with manufacturer-recommended settings, failure of a non-covered component or customer added accessories, glass, lens, radios, costs of maintenance, fuses, drive belts, freon, blades and cutting edge parts, undercarriage, paint, bulbs, lights, filters, tires, drawbars and non-dealer accessories.

Nonwaiver and Validity: The failure of Fabick CAT in any one or more instances to declare a termination or deny a claim shall not constitute a waiver of any past or future obligations of Owner under the EPP and shall not prevent Fabick CAT from exercising any of its rights. The invalidity in whole or in part of any provisions or conditions of the EPP shall not affect the validity of the other provisions or conditions.

Choice of Law: St. Louis County shall be the exclusive jurisdiction for claim resolution. The Premier EPP is subject to the laws of the State of Missouri. No party other than Owner and Fabick Cat may be joined in the arbitration of any claim without the written consent of Fabick CAT.



745

Articulated Truck

Technical Specifications

Configurations and features may vary by region. Please consult your Cat® dealer for availability in your area.

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745 Articulated Truck Specifications

Engine

Engine Model	Cat C18	
Gross Power (SAE J1995:2014)	381 kW	511 hp
Net Power (SAE J1349:2011)	370 kW	496 hp
Engine Power (ISO 14396:2002)	376 kW	504 hp
Bore	145 mm	5.7 in
Stroke	183 mm	7.2 in
Displacement	18.1 L	1,106 in ³

- Advertised power is tested at 1,700 rpm.
- The net power advertised is the power available at the flywheel when the engine is equipped with alternator, air cleaner, aftertreatment and fan at minimum speed.
- Net power when the fan is at maximum speed is 348 kW (467 hp) per the SAE reference conditions.
- The C18 meets U.S. EPA Tier 4 Final/EU Stage V emission standards.
- DEF used in Cat SCR systems must meet the requirements outlined in ISO 22241-1. ISO 22241-1 requirements are met by many brands of DEF, including those that carry the AdBlue or API certifications.

No Engine Derating Required Below	3050 m	10,000 ft
Peak Engine Torque Gross (SAE J1995:2014)	2618 N·m	1,931 lbf-ft
Peak Engine Torque Net (SAE J1349:2011)	2558 N·m	1,887 lbf-ft
Peak Engine Torque Speed	1,200 rpm	

Weights

Rated Payload	41 tonnes	45.2 tons
---------------	-----------	-----------

Air Conditioning System

- The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430). The system contains 1.2 kg of refrigerant which has a CO₂ equivalent of 1.716 metric tonnes.

Body Capacities

Heaped SAE 2:1	25 m ³	32.7 yd ³
Struck	18.5 m ³	24.2 yd ³
Tailgate Heaped SAE 2:1	26.5 m ³	34.7 yd ³
Tailgate Struck	19.5 m ³	25.5 yd ³

Transmission

Forward 1	6.1 km/h	3.8 mph
Forward 2	8.1 km/h	5 mph
Forward 3	11.2 km/h	7 mph
Forward 4	14.1 km/h	8.8 mph
Forward 5	18.7 km/h	11.6 mph
Forward 6	22.9 km/h	14.2 mph
Forward 7	31.5 km/h	19.6 mph
Forward 8	37.9 km/h	23.5 mph
Forward 9	54.8 km/h	34 mph
Reverse 1	6.4 km/h	4 mph
Reverse 2	14.6 km/h	9.1 mph

Sound Levels

Interior Cab	72 dB(A)
--------------	----------

- The declared dynamic operator sound pressure level is 72 dB(A) when ISO 6396:2008 is used to measure the value for an enclosed cab. The measurement was conducted at 70% of the cooling fan's maximum speed. The sound level may vary at different cooling fan speeds. The measurement was conducted with the cab doors and the cab windows closed. The cab was properly installed and maintained.
- Hearing protection may be needed when operating with an open operator station and cab or when not properly maintained or with doors/windows open for extended periods or in noisy environments.

745 Articulated Truck Specifications

Operating Weights

Front Axle – Empty	19 738 kg	43,515 lb
Center Axle – Empty	6944 kg	15,309 lb
Rear Axle – Empty	6682 kg	14,731 lb
Total – Empty	33 363 kg	73,553 lb
Front Axle – Rated Load	5900 kg	13,007 lb
Center Axle – Rated Load	17 550 kg	38,691 lb
Rear Axle – Rated Load	17 550 kg	38,691 lb
Total – Rated Load	41 000 kg	90,390 lb
Front Axle – Loaded	25 638 kg	56,522 lb
Center Axle – Loaded	24 494 kg	54,000 lb
Rear Axle – Loaded	24 232 kg	53,422 lb
Total – Loaded	74 363 kg	163,942 lb

Body Plate

High Strength Brinell HB450 Wear Resistant Steel		
Front	7 mm	0.28 in
Chute	14 mm	0.55 in
Side	11 mm	0.43 in
Base	14 mm	0.55 in

Body Hoist

Raise (manual)	12 seconds
Raise (automatic)	13 seconds
Lower (manual)	10 seconds
Lower (automatic)	10 seconds

Service Refill Capacities

Fuel Tank	550 L	145.3 gal
DEF Tank	25 L	5.3 gal
Cooling System	90 L	23.7 gal
Brake Cooling Tank	67 L	17.7 gal
Steering/Hoist Hydraulic System	140 L	36.9 gal
Engine Crankcase	52 L	13.7 gal
Transmission/OTG	75 L	19.8 gal
Final Drives (each)	5 L	1.3 gal
Axles (each)	60 L	15.8 gal

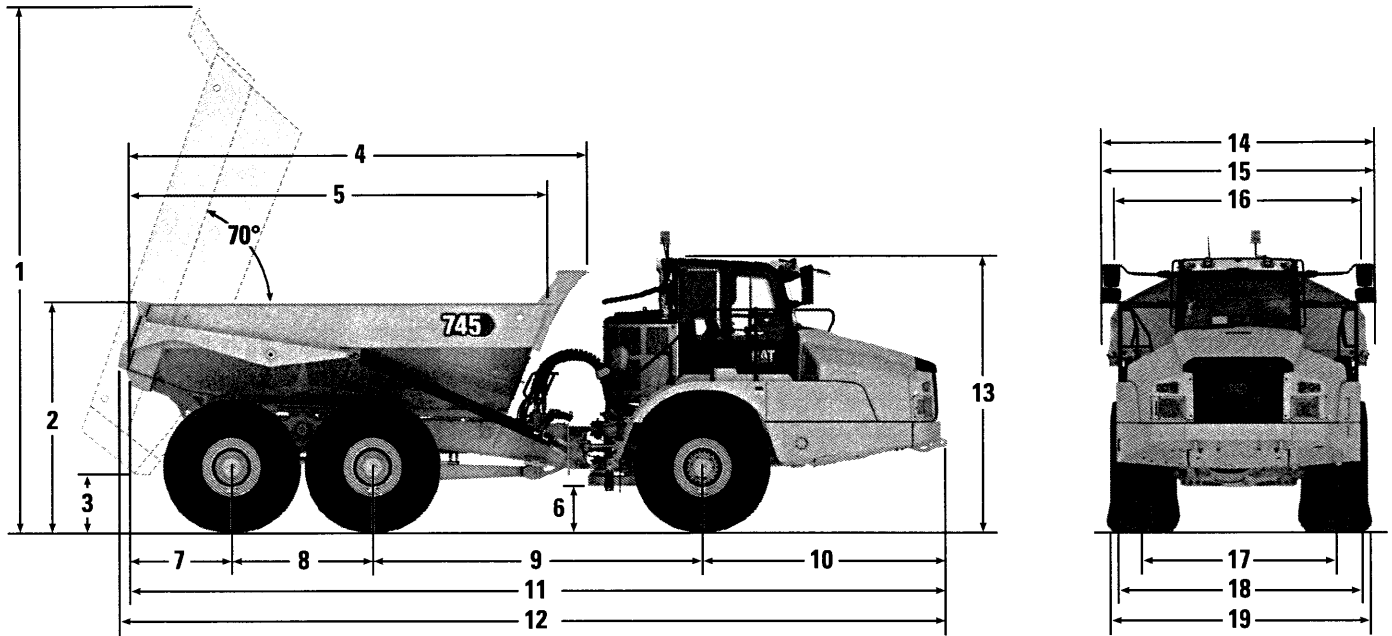
Standards

Brakes	ISO 3450:2011
Cab/FOPS	ISO 3449: 2005 Level II
Cab/ROPS	ISO 3471:2008
Steering	ISO 5010:2019

745 Articulated Truck Specifications

Dimensions

All dimensions are approximate.



	mm	ft/in
1 Body Height Fully Tipped	7310	24'0"
2 Load over Height	3178	10'6"
3 Ground Clearance - Body Fully Tipped	779	2'7"
4 Body Length	6457	21'2"
5 Body Length Inside	5900	19'4"
6 Ground Clearance	590	1'11"
7 Rear Axle Center to Body Rear	1448	4'9"
8 Mid Axle to Rear Axle Center	1966	6'5"
9 Mid Axle to Front Axle (Centers)	4590	15'1"
10 Front Axle Center to Machine Front	3418	11'3"
11 Overall Length	11 422	37'6"
12 Overall Length with Tailgate	11 550	37'11"
13 Height Transport Position	3762	12'4"
14 Overall Width	3801	12'6"
15 Width over Tailgate/Width Including Tailgate	3774	12'5"
16 Body Width	3422	11'3"
17 Track Width	2687	8'10"
18 Width over Fenders	3370	11'1"
19 Max Laden over Tire Bulge	3500	11'6"

745 Articulated Truck Specifications

Turning Circle

Dimensions are for machines equipped with 29.5R25 tires.

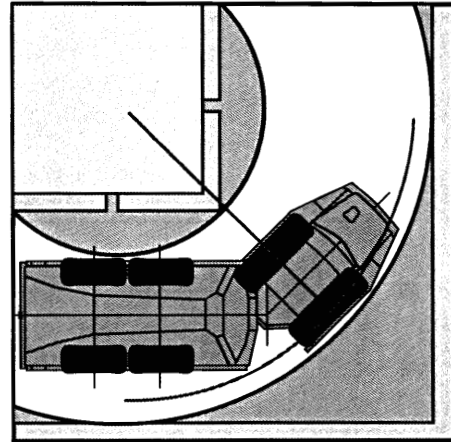
Turning Dimensions

Steer Angle – From Center Left/Right	45°	
SAE Turning Radius	8625 mm	340 in
Clearance Radius	9082 mm	356 in
Inside Radius	4413 mm	174 in
Aisle Width	5917 mm	233 in

Steering

Lock to Lock

4.8 seconds @ 60 rpm



Optimal Loader/Truck Pass Matching

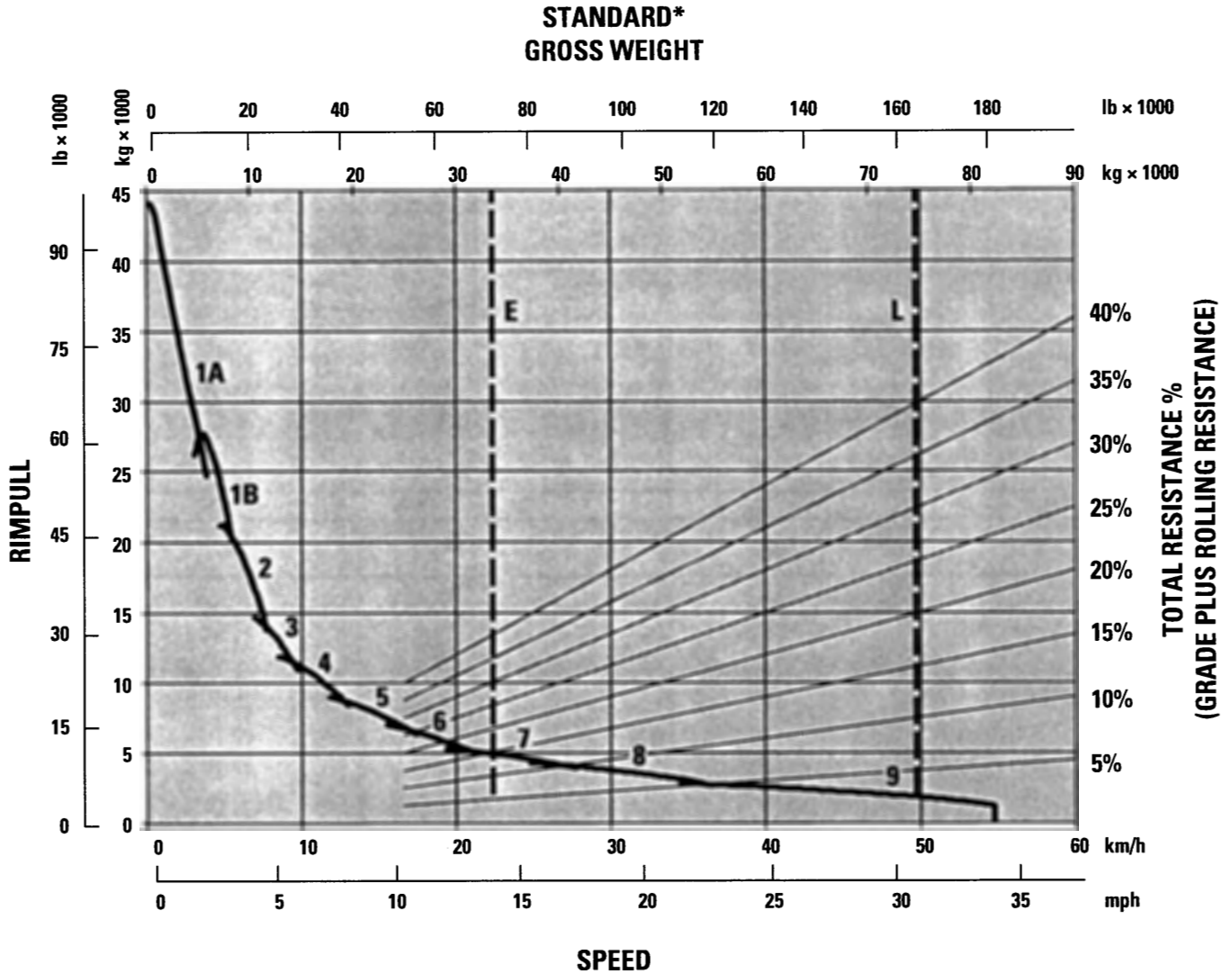
Hydraulic Excavators	390	374	
Passes	4	5	
Wheel Loaders	982	980	972
Passes	4	4-5	4-5

An optimum system match gives you a major productivity advantage. Having matched loading and hauling tools results in increased production and lower system costs per unit of volume moved.

745 Articulated Truck Specifications

Gradeability/Speed/Rimpull

To determine performance, read from Gross Weight down to % Total Resistance. Total Resistance equals actual % grade plus 1% for each 10 kg/metric ton (20 lb/ton) of Rolling Resistance. From this point, read horizontally to the curve with the highest attainable speed range. Then, go down to Maximum Speed. Usable Rimpull depends on traction available.



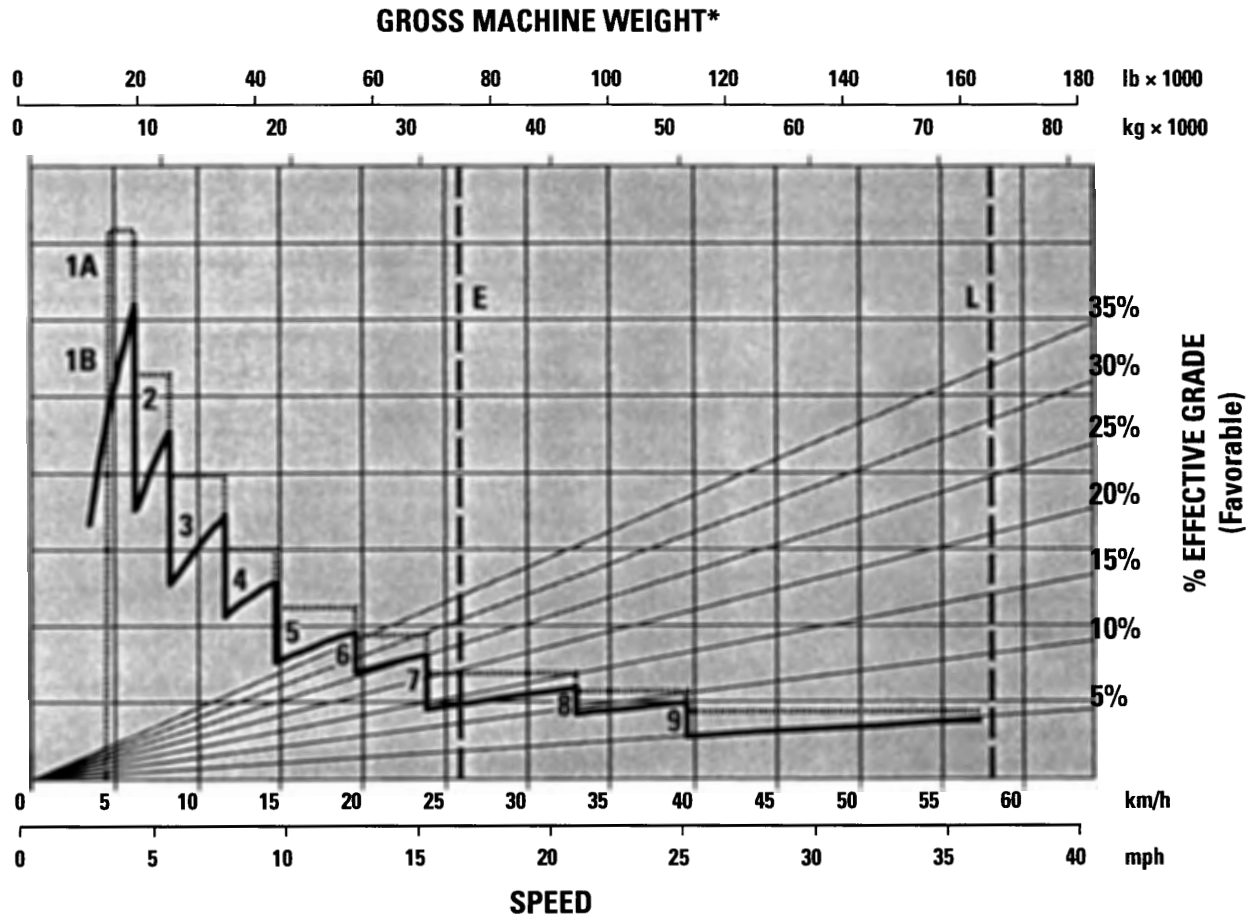
- 1A – 1st Gear (Converter Drive)
- 1B – 1st Gear (Direct Drive)
- 2 – 2nd Gear
- 3 – 3rd Gear
- 4 – 4th Gear
- 5 – 5th Gear
- 6 – 6th Gear
- 7 – 7th Gear
- 8 – 8th Gear
- 9 – 9th Gear

- E – Empty 33 600 kg (74,100 lb)
- L – Loaded 74 600 kg (164,500 lb)
- * at sea level

745 Articulated Truck Specifications

Retarding Performance

To determine performance, read from Gross Weight down to % Effective Grade. Effective Grade equals actual % favorable grade plus 1% for each 10 kg/metric ton (20 lb/ton) of Rolling Resistance. From this point, read horizontally to the curve with the highest attainable speed range. Then, go down to Maximum Speed. Retarding effect on these curves represents full application of the retarder.



- 1A – 1st Gear (Converter Drive)
- 1B – 1st Gear (Direct Drive)
- 2 – 2nd Gear
- 3 – 3rd Gear
- 4 – 4th Gear
- 5 – 5th Gear
- 6 – 6th Gear
- 7 – 7th Gear
- 8 – 8th Gear
- 9 – 9th Gear

- E – Empty 33 600 kg (74,100 lb)
- L – Loaded 74 600 kg (164,500 lb)
- * at sea level
- Manual
- Automatic

745 Articulated Truck Standard & Optional Equipment

Standard and Optional Equipment

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

	Standard	Optional		Standard	Optional
OPERATOR ENVIRONMENT			TECHNOLOGY		
Air conditioning with R134a refrigerant	✓		Cat Detect with Stability Assist	✓	
Adjustable air vents	✓		Cat Production Measurement payload monitoring system		✓
Combined gear selection and hoist control lever	✓		Machine Security System (MSS)		✓
Glass windows: front, laminated and tinted; sides and rear, toughened and tinted	✓		Product Link™ Elite: PLE641 (cellular)	✓	
Heater and defroster with four-speed fan	✓		Product Link Elite: PLE631E (satellite)		✓
Infrared glass – high ambient cab		✓	ELECTRICAL AND LIGHTING		
Liquid Crystal Display (LCD): alert indicator, selected gear and direction, speed or auto shift, Operation and Maintenance Manual (OMM), primary steering failure (warning), seat belt warning, secondary steering failure, Diesel Particulate Filter (DPF) regeneration filter, secondary steering energy source engaged, hour meter, retarder active	✓		Batteries (two) maintenance free	✓	
Mirrors: extensive arrangement for improved visibility	✓		Cold weather start attachment		✓
Mirrors, heated motorized		✓	Engine block heater		✓
Machine operation monitoring system: action lamp, engine oil pressure, primary steering system, left and right turn signal, high beam, coolant temperature, tachometer, parking brake, fuel level, transmission oil temperature, brake system, transmission hold, hoist control, hydraulic system, charging system, transmission fault, traction control system, check engine lamp	✓		Ether start		✓
Operator seat belt, four-point		✓	Electrical system: 24-volt, 5A 24- to 12-volt converter	✓	
Radio, Bluetooth® stereo system		✓	Flashing LED beacon		✓
Seat, heated/cooled		✓	Horn	✓	
Seats: operator – fully adjustable, air suspension, retractable lap belt; trainer – padded with retractable lap belt	✓		Lighting systems: cab interior, two head lamps, two width marker, two reversing, work light/cab access light, two stop/tail lights, front and rear direction indicators	✓	
Secondary steering – electro hydraulic	✓		Main disconnect switch	✓	
Storage: cup holder, flask receptacle (under the secondary seat), under seat storage, door pocket, behind seat storage, coat hook	✓		Remote starting receptacle (cables not included)	✓	
Sun visor	✓		Roof-mounted High Intensity Discharge (HID) work lights		✓
Tilt and telescopic steering wheel	✓		POWER TRAIN		
Touchscreen display incorporating the rearview camera video feed	✓		Auto shift nine-speed forward and two-speed reverse transmission	✓	
Window blinds		✓	Cat C18 engine	✓	
Window wiper and washer, two speed (rear)		✓	Cat Clean Emissions Module (CEM) and exhaust aftertreatment package	✓	
Windows (tinted) opening both sides	✓		CX38 transmission	✓	
Windshield wiper and washer, two speed, intermittent (front)	✓		Differentials: standard with automatic clutched inter- and cross-axle differential locks	✓	
			Dual circuit oil immersed, enclosed brakes – all wheels	✓	
			Retarder: engine compression brake and hydraulic	✓	
			Three axle, six-wheel drive	✓	
			SAFETY		
			Rearview camera	✓	
			Reverse alarm	✓	
			ROPS/FOPS cab	✓	
			GUARDS		
			Axle	✓	
			Crankcase	✓	
			Front dump body spill guard, integral part of fabricated body	✓	
			Radiator	✓	
			Rear window	✓	

745 Articulated Truck Standard & Optional Equipment

Standard and Optional Equipment

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

	Standard	Optional		Standard	Optional
OTHER			OTHER (CONTINUED)		
Auto lube installation for automatic greasing of bearings		✓	Mud flaps: wheel arch and body mounted with transportation tiebacks	✓	
Bare chassis (no body) long wheel base		✓	Scissor tailgate		✓
Bare chassis (no body) standard wheel base		✓	S·O·S SM sampling valves	✓	
Body liners		✓	Sound suppression (standard in EFTA*)	✓	
Cold weather coolant -51°C (-60°F)		✓	Sound suppression (optional outside EFTA*)		✓
Exhaust heated body		✓	Tires, six 29.5 R25	✓	
Fast fuel fill		✓	Vandalism protection: lockable caps	✓	
Fuel additive – anti-waxing		✓	Wheel chocks		✓

* EFTA countries are EU countries plus Iceland, Norway, Lichtenstein, and Switzerland.

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

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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AEX03096-01 (11-2021)
Build Number: 04A
(N Am, Eur, Aus-NZ, Jpn)



Cat® 740 EJ & 745 FEATURES & BENEFITS

**all comparisons made against previous model*

World Class, 100% new design cab

- *Designed from extensive, worldwide operator interviews, surveys and forums with 20% more interior space.*

Combined Hoist/Transmission Lever

- *Incorporates Park Brake. Introduces Assisted Hoist Control with both auto and manual modes. Up to 50% less operator actions required.*

In Cab Noise reduced to 72dB

- *7dB reduction equates to half the noise level.*

New Operator Seat options

- *Heated/Cooled with a wider range of adjustments for increased comfort.*

Automatic Climate Control System

- *Finer control over in-cab temperature with 12% more air flow.*

Seat Belt Indicator

- *Audible and visible alert if seatbelt is not worn.*

Operator Presence Switch

- *Machine will not start without operator being seated.*

Emergency Stop Brake Switch

- *Brings the machine to a safe stop in the unlikely event of both main and secondary brake circuits failing.*

Economy Mode

- *Provides an average 5% reduction on fuel consumption.*

Cat Detect With Stability Assist

- *Audible and visual alert to operator if the tractor and/or trailer unit is approaching an un-safe angle during operation.*

Terrain Based Throttle Control

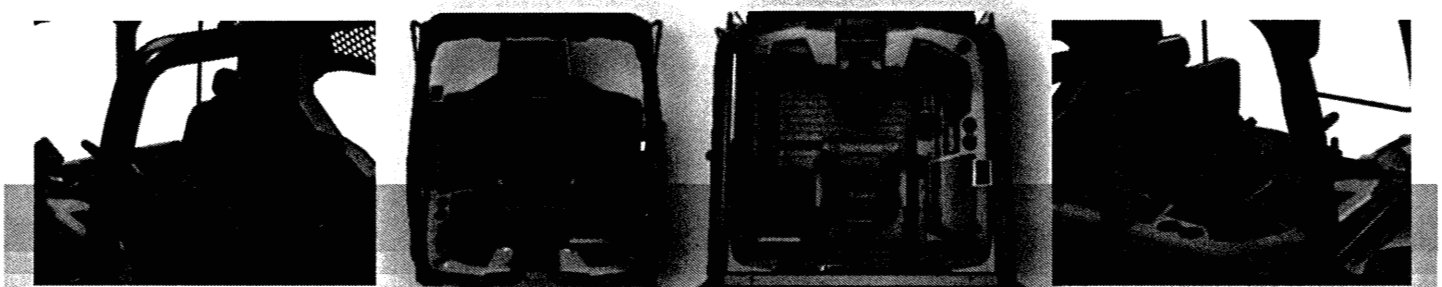
- *Smoothens throttle input over rough terrain to improve ride quality.*

Advanced Automatic Traction Control

- *Proactively applies differential lock to prevent wheel spin.*

Directional Shift Protection

- *Protects the powertrain when quickly moving from R>F or F>R.*



Cat® 740 EJ & 745 FEATURES & BENEFITS

Durable Flexi Fender

- Prevents permanent damage and reduces repair costs.

Touchscreen Information Display

- Monitor and configure machine options and view feed from rear view camera.

Machine Wake Up

- Initiates machine systems when truck is de-isolated or cab door is opened.

Low Profile Exhaust Stack

- Reduces overall height and eliminates the need to remove the exhaust stack for transport.

Improved Door

- Increased visibility with more glass surface area and 36% Lighter to aid in ease of opening/closing.

Integrated Payload Lights (when CPM option is fitted)

- Wide angle beam lights on all cab roof corners provide clear visibility to loading tool operator and site controllers.

Cab Mounted Mirrors

- Excellent Visibility, reduced vibration and easily folded.

Front Visibility Mirror

- Gives clear view immediately in front of the machine.

Redesigned Cab Structure

- Increases glass area, improving rear quarter visibility when reversing.

Infra Red Reflective Glass

- Reduces solar heat load in the cab by 20%.

Sliding Windows (left and right)

- Improved ventilation and communication.

Large Storage Areas

- Side storage box can be cooled or heated by HVAC, twin cup holders, hard hat hook and smaller storage pockets are all included.

ENGINE

C18		
Net Power - ISO 14396	376 kW	504 hp

TRANSMISSION

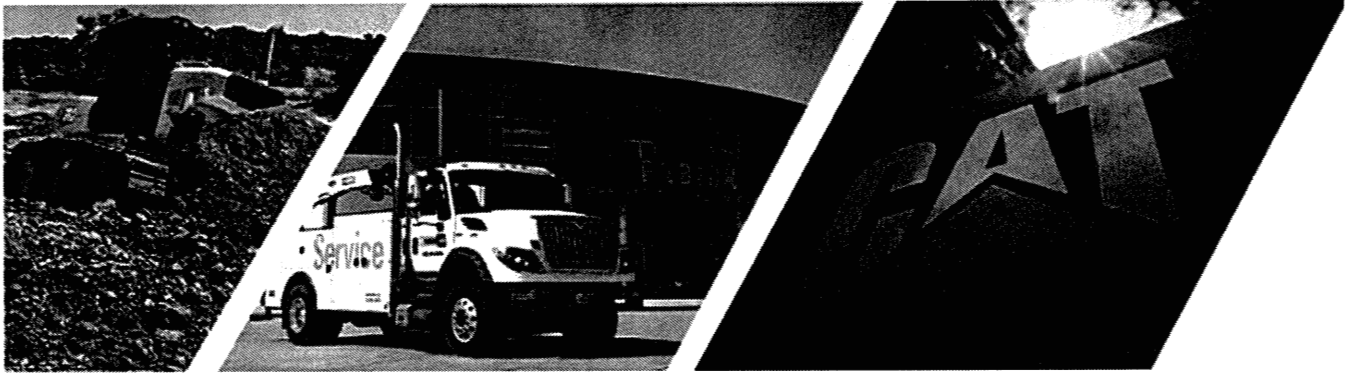
Forward Gears	9
Reverse Gears	2

BODY CAPACITIES

Rated Payload	41 tonnes	45.2 tons
Heaped SAE 2:1	25 m3	32.7 yd3
Struck	18.5 m3	24.2 yd3
Tailgate Heaped SAE 2:1	26.5 m3	34.7 yd3
Tailgate Struck	19.5 m3	25.5 yd3

OPERATING WEIGHTS

	kg	lb
Front axle - empty	19391	42750
Centre axle - empty	7117	15690
Rear axle - empty	6855	15113
Total - empty	33363	73553



Proposal

QUOTE NUMBER | 182724-01
Jun 23, 2022

CATERPILLAR INC. 745-04

CITY OF COLUMBIA

PREPARED FOR
SOLID WASTE DIVISION

FABICK CAT



June 23, 2022

CITY OF COLUMBIA SOLID
WASTE DIVISION
FINANCE/ACCTS PAYABLE
PO BOX 7236
COLUMBIA, MISSOURI, 65205-7236

Dear Rick Finley,

We are pleased to offer you the following proposal for your consideration.

One (1) Caterpillar Inc. Model: 745-04 Articulated Truck with all standard equipment in addition to the specifications listed below:

STOCK NUMBER: TBD
SERIAL NUMBER: TBD
YEAR:
SMU:

Thank you for your interest in Fabick Cat and Caterpillar products. Please know that we sincerely appreciate your consideration and look forward to answering any questions you may have moving forward. Feel free to contact me directly at any time.

Sincerely,

Luke Baker
Machine Sales Representative
Fabick Cat
Luke.baker@fabickcat.com
(573) 476-9189

This quotation is valid for 30 days, after which time we reserve the right to re-quote.

"TO EVER SERVE OUR CUSTOMERS BETTER"



One (1) Caterpillar Inc. Model: 745-04 Articulated Truck with all standard equipment in addition to the specifications listed below:

STANDARD FEATURES

POWERTRAIN -Auto shift transmission with nine -forward and two reverse speeds -Automatic Traction Control -Cat C18 engine with ACERT technology --Engine will be certified and labelled -for emissions compliance as required -for the region of sale -Differentials, standard with auto -clutched cross-axle differential locks -for all axles -Engine compression brake -Oil cooled brakes, enclosed - Fluid sampling valves -Three axle, six wheel drive, six -wheel brake -Machine speed limiter -Auto retarder control (ARC) -Hill assist -Waiting brake

ELECTRICAL -Electrical system: 24 volt, 10A 24 to -12 volt convertor -Headlights, four -Lights: cab interior, front, side and -rear, two reversing/working, two -stop/tail and width marker -Hood raise and lower switch.

OPERATOR ENVIRONMENT -Air conditioning with R134A refrigerant -Air vents, adjustable -Radio ready -Color Multi-Purpose Display (CMPD), -including cycle counter, rear view -camera and screen - Electro hydraulic hoist control -Glass windows, laminated and tinted -front, toughened and tinted rear - Heater and defroster with four-speed fan -Horn, electric -Operator and passenger grab handles - ROPS/FOPS cab with full instrumentation -Seat, fully adjustable, air suspension -Seat, padded companion/trainer -Seat belts, two retractable -Secondary steering -Storage: two cup holders, flask - receptacle, under seat storage, door -pocket, behind seat storage, coat hook -Sun visor -Tilt and telescopic steering wheel -Front windshield wiper and washer, -intermittent -Rear wiper

OTHER STANDARD EQUIPMENT -Back up alarm -Body, adapted for exhaust heat -Guards: rear window and radiator, -crankcase and axle -Mirrors, main, auxiliary, left and right -Mud flaps, body mounted -Spill guard, front, integral part of -fabricated body -Starting receptacle, electric, remote - Towing eyes front -Vandalism protection: lockable caps for -fuel tank and hydraulic oil tank -Fully raised body lock

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MACHINE CONFIGURATION

745-04A ARTICULATED TRUCK	482-0372
LANE 3 ORDER	0P-9003
CHASSIS, STANDARD	491-8577
BODY, STANDARD	544-6283
TANK, STANDARD FUEL	517-2530
EXHAUST, HEATED BODY	526-4110
AID, COLD WEATHER STARTING	494-1546
LUBRICATION, AUTOMATIC	543-3475
NO SOUND SUPPRESSION	493-8938
TIRES, 29.5R25 BS ** VLTA E-3	451-7036
FENDER COVER	487-5083
PRODUCT LINK, SATELLITE PLE631	481-8887
NO PAYLOAD	485-0336
NO MACHINE SECURITY SYSTEM	480-1971
LIGHTS, ROOF MOUNTED WORK	480-2054
MIRROR, ELECTRIC HEATED	480-7005
AM/FM RADIO (BLUETOOTH READY)	480-1980
SEAT BELT, W/ INDICATION	566-5659
ANTIFREEZE, -36C (-33F)	377-1338
TAILGATE, SCISSOR	526-2725
HEATER, ENGINE COOLANT, 120V	377-1330
BEACON, LED	363-7685
FILM GROUP, ANSI	484-6479
SERIALIZED TECHNICAL MEDIA KIT	421-8926
ROLL ON-ROLL OFF	0P-9918
CERT EMISSIONS, OTHER REG	361-1879
ROW ENGINE ARRANGEMENT	563-9785

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EQUIPMENT PROTECTION PLAN

Standard Warranty:

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

Extended Protection Plan:

745-60 MO/10000 HR PREMIER (Tier 4)

ESTIMATED DELIVERY

To be confirmed at date of order acceptance by Fabick Cat.

FINANCE OPTIONS

FINANCE PROPOSAL

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Finance Type _____ Cat Value Option _____ Quoted By _____ Ruth Riegel D120
 Number of Payments _____ 60 Monthly _____ Report Created By _____ Ruth Riegel D120
 Payments _____ in Arrears _____

	<u>Model</u>	<u>ADR Code</u>	<u>Ann. Hours</u>	<u>Qty</u>	<u>Payment</u>	<u>Purchase Option</u>
New	745-04	15.000	2000	1	14,957.91	165,270.00

Special Conditions:
745-04

Serial Number - , Model Year - 2023, Industrial Environment;
 Major Attachments-Dump Body; Blades/Buckets/Rippers-Tailgate, Autolube;
 Manual Configuration and Work Tools:

Payment Structure -- Asset
 60 Monthly payment(s) 14,957.91

	<u>Model</u>	<u>Insurance</u>	<u>Payment w/Insurance</u>
New	745-04	967.32	15,925.23

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.



CUSTOMER SERVICE AGREEMENT

5 year/10,000 hour CSA Includes the below

Every 250 Service Hours

Engine Oil Sample - Obtain
Engine Oil - Change
Engine Oil Filter - Replace
Fuel System Primary Filter - Clean/Inspect/Replace
Fuel System Secondary Filter - Replace
Cooling System Coolant Sample - Obtain

Every 500 Service Hours

Cab Air Filter(Fresh)- Clean/Replace
Torque Converter, Transmission, and Transfer Gear Oil Filter - Replace
Air Filter Elements(Primary) - Clean/Replace

Every 1000 Service Hours

Air Filter Elements(Secondary) - Clean/Replace
Cab Air Filter(Recirculating)- Clean/Replace
Brake Oil Filter - Replace
Hydraulic System Oil Filter and Screen - Clean/Inspect/Replace
Torque Converter, Transmission, and Transfer Gear Oil - Change
Transmission and Transfer Gear Breather - Replace

Every 2000 Service Hours

Axle Breathers - Clean/Replace
Brake Oil - Change
Cooling System Coolant Sample - Obtain
Differential and Final Drive Oil - Change
Hydraulic Tank Breather - Replace
Refrigerant Dryer - Replace

Every 4000 Service Hours

Hydraulic System Oil - Change

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WHY CHOOSE FABICK CAT?

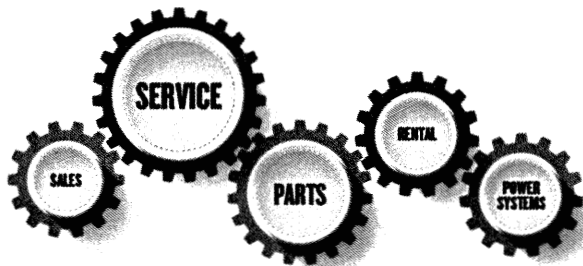
Fabick Cat is the Cat® dealer throughout major portions of Missouri, Illinois, the entire state of Wisconsin and the Upper Peninsula of Michigan. We are proud to serve the hard-working men and women that improve the quality of life in our community. From Cat machines that help maintain our infrastructure and support our farmers, to aerial lifts and emergency power generation, Fabick Cat supplies essential products that help make progress possible.

THROUGHOUT OUR TERRITORY

- 📍 34 LOCATIONS
- 🔧 200 SERVICE BAYS
- 👤 1,200+ EMPLOYEES
- 🚚 200 SERVICE TRUCKS
- 👨‍🔧 550 SERVICE TECHNICIANS
- ⚙️ 100+ PARTS DROP BOXES

SERVING THE INDUSTRIES THAT SERVE OUR REGION

With broad capabilities and advanced integration of innovative technology, we are able to serve the diverse requirements of our customers through:



SOLID FOUNDATIONS SINCE 1917

Over a century ago, our founder John Fabick Sr., set out to build the greatest service organization of its kind. He adopted the motto *"To Ever Serve Our Customers Better."* To this day, these words remain the foundation of our organization.

FABICK CAT IS HERE TO SUPPORT YOU & YOUR CONTINUED SUCCESS

LEARN MORE @ fabickcat.com » 800.845.9188 » contact@fabickcat.com



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