

State of Nebraska - INVITATION TO BID

ONE TIME PURCHASE

Return to:
 State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508

Telephone: 402-471-6500
 Fax: 402-471-2089

Date	3/2/20	Page	1 of 1
Solicitation Number	6252 OF		
Opening Date and Time	03/23/20	2:00 PM	
Buyer	CHRISTIE KELLY (AS)		

DESTINATION OF GOODS
 DEPARTMENT OF TRANSPORTATION
 5001 S 14TH ST
 PO BOX 94759
 LINCOLN NE 68509-4759

Per Nebraska's Transparency in Government Procurement Act, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

 NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this ITB.

 I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

One Time Purchase to supply and deliver Industrial Fork Lift Truck of 12,000 pound Capacity to the State of Nebraska as per the attached specifications.

A response to this Solicitation is subject to, but not limited to, the Standard Terms and Conditions. PLEASE READ CAREFULLY!

This form is part of the specification package and must be signed and returned, along with all documents, by the opening date and time specified.

No facsimile or email solicitation responses will be accepted on bids \$25,000 and over.

(mel 03/02/2020)

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	12,000 POUND CAPACITY INDUSTRIAL FORK LIFT	1.0000	EA	\$105,277 ⁰⁰	\$105,277.00

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: 0 % 30 DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within _____ days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign Here Jake Cooper
 (Authorized Signature MANDATORY - MUST BE SIGNED IN INK)

Enter Contact Information Below

VENDOR# _____
 VENDOR: RIEKES EQUIPMENT COMPANY
 Address: 5801 No. 58th St.
LINCOLN, Ne. 68507

Contact JAKE COOPER
 Telephone 402-464-0271
 Facsimile _____
 Email J.COOPER@riekesequipment.com

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their bid. Bidder is expected to read the Terms and Conditions and must initial either accept, reject, or reject and provide alternative language for each clause. The Bidder should also provide an explanation of why the Bidder rejected the clause or rejected the clause and provided alternate language using "Track Changes". Upon request, an electronic copy of the bid with "Track Changes" must be submitted in an editable Word format.

By signing the solicitation, the Bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the bid. The State reserves the right to negotiate rejected or proposed alternative language. If the State and Bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the bid. The State reserves the right to reject bids that attempt to substitute the Bidder's commercial contracts and/or documents for this solicitation.

The Bidder should submit with their bid any license, user agreement, service level agreement, or similar documents that the Bidder wants incorporated in the Contract. Upon notice of Intent to Award, the Bidder must submit a copy of these documents in an editable Word format. The State will not consider incorporation of any document not submitted with the bid. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the addendums have been negotiated and agreed to, the addendums shall be interpreted as follows:

1. If only one (1) Party's document has a particular clause then that clause shall control;
2. If both Party's documents have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Party's documents have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS
A			I read Addendum 1

The contract resulting from this solicitation shall incorporate the following documents:

1. ITB and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Bid;
5. The executed Contract and any Addenda, if applicable, and properly submitted documents; and,
6. Amendments to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority; 2) executed Contract and any attached Addenda; 3) Amendments to solicitation and any Questions and Answers; 4) the original solicitation document and any Addenda; and, 5) the submitted Bid.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State.

B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS
JC			

Bidder shall identify the contract manager who shall serve as the POC for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally, emailed, or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Either party may change its address and/or contract information for notification purposes by giving notice of the change, and setting forth the new address and/or contract information and an effective date.

C. BUYER'S REPRESENTATIVE

The State reserves the right to appoint a Buyer's Representative to manage [or assist the SPB Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that: 1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; 2) this contract will be interpreted and enforced under the laws of the State of Nebraska; 3) any action to enforce the provisions of this contract must be brought in the State of Nebraska per state law; 4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; 5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, 6) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

E. CHANGE ORDERS OR SUBSTITUTIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS
JC			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work or such other items as the State may find necessary or desirable. Corrections of any goods or services required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the goods or services required due to the change and an itemized bid sheet for the change. Changes in goods or services and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's bid, were foreseeable, or result from difficulties with or failure of the Contractor's bid or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

Contractor will not substitute any item that has been awarded without prior written approval of SPB

F. VENDOR PERFORMANCE REPORT(S)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS
			

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. SPB may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

G. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS
			

If the Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

H. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS
			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a 30 calendar day cure period, or longer at the non-breaching Party's discretion considering the gravity and nature of the default. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach, which may occur at a different time.

In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchase goods in substitution of those due from the Contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach OR In case of default of the Contractor, the State may contract the goods or service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies.

I. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS
<i>gc</i>			

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

J. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS
<i>gc</i>			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

K. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS
<i>gc</i>			

GENERAL:

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

L. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS
<i>gc</i>			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other party prevails.

M. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS
OC			

Either party may assign the contract upon mutual written agreement of the other party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

N. CONTRACTING WITH OTHER POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS
OC			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed, based upon this contract.

O. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS
OC			

Neither party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or man-made event outside the control and not the fault of the affected party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event.

P. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS
OC			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.00.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS
JC			

It is agreed that the Contractor is an independent Contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's bid shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or a Subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or Subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the Subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).

If the Contractor intends to utilize any Subcontractor, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's bid. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its bid in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a Subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing work within the State. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the DAS website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the solicitation response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 through 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods or services to be covered by any contract resulting from this solicitation.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS
gc			

Contractor may be required to work with or in close proximity to other Contractors or individuals that may be working on the same or different projects. The Contractor shall agree to cooperate with such other Contractors or individuals, and shall not commit or permit any act, which may interfere with the performance of work by any other Contractor or individual. The Contractor is not required to compromise the Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than 30 days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

F. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the contractor, F.O.B. destination named in the solicitation. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern. All prices, costs, and terms and conditions submitted in the bid shall remain fixed and valid commencing on the opening date of the bid until an award is made or the solicitation is cancelled.

G. COST CLARIFICATION

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any bid where the cost shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

H. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS
gc			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the performance of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

I. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS
gc			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations, which arise under antitrust laws of the United States and the antitrust laws of the State.

J. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS
gc			

By submitting a bid, bidder certifies that no relationship exists between the bidder and any person or entity, which either is, or gives the appearance of, a conflict of interest related to this ITB.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its bid a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

K. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS
gc			

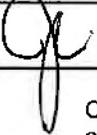
The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods and services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

L. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS
gc			

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

M. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS
			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

N. WARRANTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS
			

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Contract. For any breach of this warranty, the Contractor shall, for a period of 90 days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. § 81-2403 states, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment, which may be installed in a state-owned facility, is the responsibility of the Contractor.

C. INVOICES

The Contractor must submit invoice(s) for payment(s) to the agency address on the purchase order requesting the goods with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS
OC			

Final inspection and approval of all goods/work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT (Statutory)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposits. In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice 30 calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work, which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a 30 day written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract (Neb. Rev. Stat. § 84-304 et seq.). The State may audit and the Contractor shall maintain the information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are

resolved, whichever is later. The Contractor shall make the Information available to the State at the Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstances will Contractor be required to create or maintain documents not kept in the ordinary course of Contractor's business operations, nor will Contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Contractor.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS
			

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent to three percent (.5% to 3%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within 90 days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

V. SCOPE OF WORK

The Bidder must provide the following information in response to this solicitation.

A. SCOPE

It is the intent of this solicitation to issue a purchase order for the item(s) requested.

All items proposed shall be of the latest manufacture in production as of the date of the solicitation, be of proven performance, and under standard design complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the **Industrial Fork Lift Truck of 12,000 Pound Capacity** whether or not they may be specifically mentioned below.

Complete specifications, manufacturer's current descriptive literature and/or advertising data sheets with cuts or photographs must be included with the bid for the IDENTICAL items proposed. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets must be supplied in writing on or attached to the bid document. If manufacturer's information necessary to show compliance with these specifications is not attached to the bid document, the Contractor may be required to submit requested information within three (3) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the bid.

VI. TECHNICAL SPECIFICATIONS

A. BIDDER INSTRUCTIONS

Bidder must respond to each of the following statements. Specifications listed are minimum conditions that must be met in order for a Bidder to qualify for the award.

"YES" response means the Bidder guarantees they can meet this condition.

"NO" response means the Bidder cannot meet this condition and will not be considered.

"NO & PROVIDE ALTERNATIVE" responses should be used only with a narrative response in the "NOTES/COMMENTS" section explaining in detail any deviation from the Bidder's ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition.

Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State shall determine at its sole discretion whether or not the Bidder's alternative is an acceptable alternative.

B. NON-COMPLIANCE STATEMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to solicitation response. Any noncompliance may void your bid. Non-compliance to any single specification can void your bid.
✓			2. It is the responsibility of Bidders to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this solicitation by any Bidder.
✓			3. No interpretation related to the meaning of solicitation specifications or other pre-bid documents will be made orally to any Bidder by the State. Any solicitation interpretation must be put in writing by the Bidder and emailed to SPB at as.materieelpurchasing@nebraska.gov by the last day to submit written questions per the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).
NOTES/COMMENTS:			

C. CONFIGURATION

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Minimum lift base capacity of 11,800 pounds at 24" load center including a sideshift attachment. Specify Base Capacity Including Sideshift Attachment: <u>12,000 lbs @ 24" L.C.</u>
✓			2. Distance from front axle centerline to front vertical face of forks shall not exceed 35". Specify Distance: <u>34"</u>
✓			3. Total truck weight to be a minimum of 18,000 pounds. Specify Weight: <u>26,000 lbs</u>

✓			4. Minimum wheelbase of 82" Specify Wheelbase Size: <u>89"</u>
✓			5. Overall width with standard single tires not to exceed 90". Specify Tire Width: <u>89"</u>
✓			6. Outside turn radius not to exceed 184". Specify Turn Radius Size: <u>178"</u>
NOTES/COMMENTS:			

D. ENGINE

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Four (4) Cylinder Tier 4 Final.
✓			a. Minimum 240 cubic inch engine. Specify Engine Size: <u>268 cu in</u>
✓			b. Minimum 73 horsepower. Specify Horsepower: <u>74 HP</u>
✓			2. Spin on full flow throwaway oil filter.
✓			3. Heavy-duty air cleaner with pre-cleaner.
✓			4. Cold starting aid with cartridge, glow plugs or equivalent.
✓			5. Unit shall have a 110-volt engine coolant heater with sturdily mounted male receptacle with solid spring loaded cover.
✓			6. Horizontal or Vertical exhaust. Specify Exhaust Type: <u>Vertical</u>
✓			a. Exhaust must exit to the rear of the unit.
✓			b. Vertical exhaust must be curved or have a rain cap on top.
✓			c. Vertical exhaust not to exceed height of cab.
✓			7. Extended life antifreeze protection to 34 degrees below zero Fahrenheit required in cooling system. Specify Protection In Degrees: <u>-35° F</u>
✓			8. Electrical system shall be 12 volt.
✓			a. Two (2) batteries if required by manufacturer. Specify Cold Cranking Amps: <u>1000 CCA</u>

✓			b. Heavy-duty alternator. Specify Amps: <u>95 A</u>
✓			9. Fuel tank to hold a minimum of 18 gallons. State Fuel Tank Size In Gallons: <u>26 Gal</u>
NOTES/COMMENTS:			

E. DRIVE

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Powershift transmission with Four Wheel Drive capability.
✓			2. Capable of shifting full forward to full reverse with capacity load.
✓			a. Specify Number of Speeds Forward: <u>Four</u>
✓			b. Specify Number of Speeds Reverse: <u>Four</u>
✓			3. Travel speed with no load to be a minimum of 18 mph. Specify Travel Speed with No Load: <u>20 mph</u>
NOTES/COMMENTS:			

F. CAB

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Shall be all weather enclosed steel cab.
✓			2. Cab to include both front and rear window wipers.
✓			3. Shall have heater with window defrost capabilities.
✓			4. ROPS operator compartment will be provided.
✓			5. Dome light to be included.
✓			6. Cab doors must fully open and have the capability to be locked/secured in the open position.
NOTES/COMMENTS:			

G. HYDRAULIC LIFT AND TILT

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Mast shall be of nested beam or channel design.
✓			2. Three (3) stage mast construction.
✓			a. Maximum fork height w/o LBR shall be between 240" and 293". Specify Fork Height: <u>264"</u>
✓	<i>Hje.</i>		b. Lowered height of mast shall not exceed 128" <u>140"</u> Specify Mast Lowered Height: <u>138"</u>
✓			c. Free lift shall be a minimum height of 83" without LBR. Specify Height: <u>94"</u>
✓			3. Fork carriage to operate on ball or roller bearing guide rollers. Specify Whether Ball or Roller Bearing Rollers: <u>Roller Bearing</u>
✓			4. Double action tilt cylinders for tilting action of minimum 23 degrees forward and 10 degrees backward required.
✓			a. Specify Tilting Action Degrees Forward: <u>45°</u>
✓			b. Specify Tilting Action Degrees Backward: <u>12°</u>
✓			5. A four (4) section hydraulic fluid control valve shall maintain safe lowering speed limits and be provided with a safety feature to prevent dropping load in case of hose failure.
	✓		6. Class III carriage to be provided with hang-on slideshift that is hydraulically operated. - <u>Pin type Carriage</u>
✓			a. Hydraulic fork positioner to be provided.
✓			7. High load backrest required.
✓			8. Forks shall be a minimum of 72" long. Specify Length of Fork: <u>72"</u>
NOTES/COMMENTS:			

H. STEERING AND TIRES

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Manufacturer's recommended power steering required.
			2. Pneumatic tire brands shall be: <ul style="list-style-type: none"> a. BF Goodrich; b. Goodyear; c. Uniroyal; d. General; e. Michelin; f. Bridgestone; g. Titan; or, h. Firestone Tires shall carry said company name on sidewalls of tires
✓			3. Equivalent brands may be acceptable if brand normally supplied by manufacturer is not listed. <ul style="list-style-type: none"> a. If bidding an Equivalent, Brand and other pertinent information must be supplied with bid.
✓			4. Front drive tires to be minimum 15.5" X 24" and 14 ply. Specify Front Tire Size: <u>15.5 X 25</u> Specify Front Tire Ply: <u>16 ply</u>
✓			5. Rear steering tires to be minimum 14" X 17.5" and 14 ply. Specify Rear Tire Size: <u>14 X 17.5</u> Specify Rear Tire Ply: <u>14 ply</u>
NOTES/COMMENTS:			

I. GENERAL

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Overhead guard height shall not exceed 99". Specify Overhead Guard Height: <u>97"</u>
✓			2. Manufacturer's standard counterweight with recessed, pin type coupler required.
✓			3. Unit shall be equipped with two (2) headlights.
✓			4. Unit shall be equipped with two (2) tall brake lights.
✓			5. Reverse light required (may be dealer installed).
✓			6. Rear view mirrors required (may be dealer installed).

✓			7. Suspension seat shall be provided with retractable seat belt.
✓			8. Operator's restraint system for rollover shall be provided.
✓			9. Unit to be equipped with back-up alarm.
✓			10. Unit must meet UL classification.
NOTES/COMMENTS:			

J. NOISE LEVEL

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Bidder to supply the following with bid:
✓			a. Decibel level per SAE Standards.
✓			b. Decibel level per ISO Standards.
✓			2. Sound level under full load in operator's position. Specify Sound Level: <u>84 dba</u>
✓			3. Sound level under full load in bystanders position at 7.5 meters from rear of unit. Specify Sound Level: <u>82 dba</u>
NOTES/COMMENTS:			

K. MANUALS

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. All required manuals must accompany each unit delivered prior to payment and delivery to Fleet Management.
✓			a. Operators Manual.
✓			b. Equipment Shop Repair Manual.
✓			c. Equipment Parts Manual.
✓			d. Engine Repair and Parts Manual, If not part of Equipment Repair Manual.

✓			2. Failure to deliver the above-required manuals may result in a ten percent (10%) underpayment of purchase order total until all manuals are delivered.
NOTES/COMMENTS:			

L. MISCELLANEOUS

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Each unit will be delivered with any special tools required for routine and preventative maintenance.
✓			2. Dealer's decals and stickers shall not be affixed the unit.
✓			3. Manufacturer's nameplates and stampings are acceptable items, which may be affixed to the units.
			4. Dealer pre-delivery service required.
✓			5. The unit will be primed prior to final coat of paint.
✓			6. The unit will be Manufacturer's standard color. Specify Manufacturer's Standard Color: <u>Safety Yellow</u>
✓			7. The awarded bidder will provide a factory-trained operation and maintenance representative who will provide four (4) hours of instruction to include operator and equipment training for each unit at its assigned location. Fleet Management will contact awarded bidder for scheduling and location(s).
NOTES/COMMENTS:			

M. DELIVERY ARO

YES	NO	NO & PROVIDE ALTERNATIVE	
	✓		1. Delivery desired within 90 days after receipt of order(s). Specify ARO: <u>110 days</u>
NOTES/COMMENTS:			

N. DELIVERY LOCATIONS / INSTRUCTIONS

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			<p>1. Delivery Location:</p> <p>NDOT 5001 South 14th Street Lincoln, Ne. 68512</p> <p>8:00 A.M. to 3:30 P.M. Monday through Friday, excluding State and Federal holidays.</p>
✓			<p>2. Prior to the award of, or entering into any agreement or contract, it shall be the responsibility of the Manufacturer and/or the awarded bidder to warrant to the State, in writing, that it has factory authorized dealers in the State of Nebraska who will provide warranty/service and repair work without undue delay.</p> <p>A list of Factory authorized Nebraska Dealer(s), their location(s) and contact information should be submitted with the bid.</p>
NOTES/COMMENTS:			

O. ORDERS

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Orders will be placed by e-mail.
✓			2. Orders shall be for the actual quantities of each item ordered by NDOT.
✓			3. All orders must reference a purchase order number.
✓			4. The purchase order number must be referenced on the packing slip, and invoice.
✓			5. Invoices are to be sent to the "Invoice to" address on the purchase order.
NOTES/COMMENTS:			

P. QUALITY

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Product quality must meet specifications and be consistent for the term of the contract. All materials must be of first quality, under standard production by the manufacturer, be of standard design, complete as regularly advertised and marketed, and be of proven performance.
✓			2. A guarantee of satisfactory performance by the Contractor and meeting delivery dates are considered an integral part of the purchase contract resulting from this ITB.

✓			3. Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason during the initial warranty period with no additional charges for shipping or restocking.
NOTES/COMMENTS:			

Q. AUTHORIZED DEALER & WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. To the extent required by the manufacturer, the Contractor shall be an authorized dealer. Contractor may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to SPB within three (3) business days of the request and prior to the award of any contract.
✓			2. The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this solicitation for the entire warranty period.
NOTES/COMMENTS:			

R. WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. The awarded bidder shall be responsible for all repairs, including parts and labor, during a 12 month warranty period.
✓			2. All transportation costs to and from the nearest authorized repair facility will be the responsibility of NDOT.
✓			3. "Warranty Information Form(s)" will be provided to the Contractor by NDOT after a purchase order is issued.
✓			4. The Contractor will be required to complete the "Warranty Information Form(s)", to the fullest extent possible, for each unit and must accompany each unit when delivered.
✓			5. If Contractor does not submit the "Warranty Information Form(s)" for each unit, a sum of \$250.00 per unit will be deducted from the purchase order amount.
NOTES/COMMENTS:			

S. DEMONSTRATION

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The State may require a demonstration of the equipment being considered. If requested, Bidders will provide a demonstration within ten (10) business days of such request.

— SEE NOTE @ END . —

✓			2. The bidder will demonstrate such features, attachments and accessories required in this ITB, Section VI TECHNICAL SPECIFICATIONS to the satisfaction of the State.
			3. Upon a written request from SPB, demonstrations will take place at NDOT 5001 South 14 th Street Lincoln, Ne. 68512 Demonstrations will take place between 8:00 A.M. and 3:30 P.M. Monday through Friday, excluding State and Federal holidays., sample(s) shall be shipped to:
			4. Failure to comply with a demonstration request the bid will be considered non-responsive and rejected
NOTES/COMMENTS: <i>Reeks Equipment Co. does not stock this unit. We can take your people to one of our customers location for demonstration purposes</i>			

T. SPECIFICATION FORM(S) *demonstration purposes*

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. "Specification Form(s)" will be provided by NDOT to the Contractor when a purchase order is issued.
✓			2. The Contractor will be required to complete the "Specification Form(s)" for each unit, to the fullest extent possible, and must accompany each unit when delivered.
✓			3. If the Contractor does not properly complete the "Specification Form(s)" for each unit, a sum of \$250.00 per unit will be deducted from the purchase order total.
NOTES/COMMENTS:			

SELLICK

S SERIES



ROUGH TERRAIN FORKLIFT



6,000 - 12,000 lb. Capacity

Tier 4 Diesel Engine

Rugged

Dependable

Responsive

Powered by  T4
ecoMAX

S S E R I E S - 6,000, 8,000, 10,000, 12,000 LBS CAPACITIES @ 24" LOAD CENTER

Standard specifications

The S Series straight mast rough terrain forklift provides optimum operator visibility, safety and comfort while maximizing machine performance. The one-piece frame welded construction offers rugged durability. The isolated, rubber-mounted operator's compartment is designed to reduce noise and vibration. Operators benefit from greater fork visibility and control. All controls and instrumentation are close at hand.

Engine



Ecomax T4

74 hp, direct injection, common rail, electronic, 4 cylinder diesel engine exceeds Tier 4 Final compliant emissions standards.

- No Diesel Particulate Filter (DPF) needed. Ultra clean burn technology allows for no Selective Catalyst Reduction (SCR) exhaust aftertreatment.
- Reduced fuel consumption,¹
- High torque at low speeds (295 ft. lbs @ 1,200 rpm).

Transmission

Four-speed (3-speed in S120 models) fully synchronized torque converter with power reversing integral parking brake. Optional fully automatic powershift.

Axles

Drive: Pad-mounted rigid planetary axle, torque proportioning four-pinion differential, gears are specially-shaped to transfer torque between wheels. Positive retraction brakes.

2WD Steer: Pin-mounted, oscillating axle with sealed tapered roller bearings. Oscillation: 14°

Optional 4WD Steer: Outboard planetary with torque proportioning differential. On the go engagement

Steering

Load sense power steering with hydraulic pump assistance.

Steer turns: 4.5 lock to lock.

Electrical system

Voltage: 12 V; alternator: 95A; battery: 1000 CCA.

Operator compartment

Fully isolated, floating operator's compartment exceeds ANSI/ITSDF B56.6 ROPS/FOPS standard. Adjustable suspension seat with retractable seatbelt, tilt steering column, cup holder, coat hook, latched operator's manual compartment, Operator's Manual, safety decal package.

Brake system

Service brake: Power-assisted braking system with enclosed oil-immersed multi-disc service brakes.

Parking brake: Independent parking brake system, mechanical-operated, lever-applied, manually-adjusted caliper, mounted on transmission output shaft.

¹Up to 10% reduced fuel consumption over T4i Interim engine.

Instruments



Multi-function Digital LCD Screen

- Fuel Level
- Engine Coolant Temperature
- System Voltage
- RPM and Hour Meter Reading
- On board diagnostics reduces downtime

Backlighting provides better visibility in dark conditions. Instrument panel swings forward for easy access to fuse panel.

Hydraulics

Hydraulic system powered by cast iron load sense hydraulic gear pump. A positive-pressure hydraulic tank prevents impurities from entering the system.

Tank capacity: 21 gallons (79 L)

Hydraulic flow rate: 24 gpm @ 2200 rpm

Mast assemblies

Sellick SEE-THRU® all-roller design. Two and three-stage available. Mast sideshift: 6" total.

Carriages

ITA hook or shaft-type carriages equipped with 6 rollers and 4 side thrust rollers.

Standard features

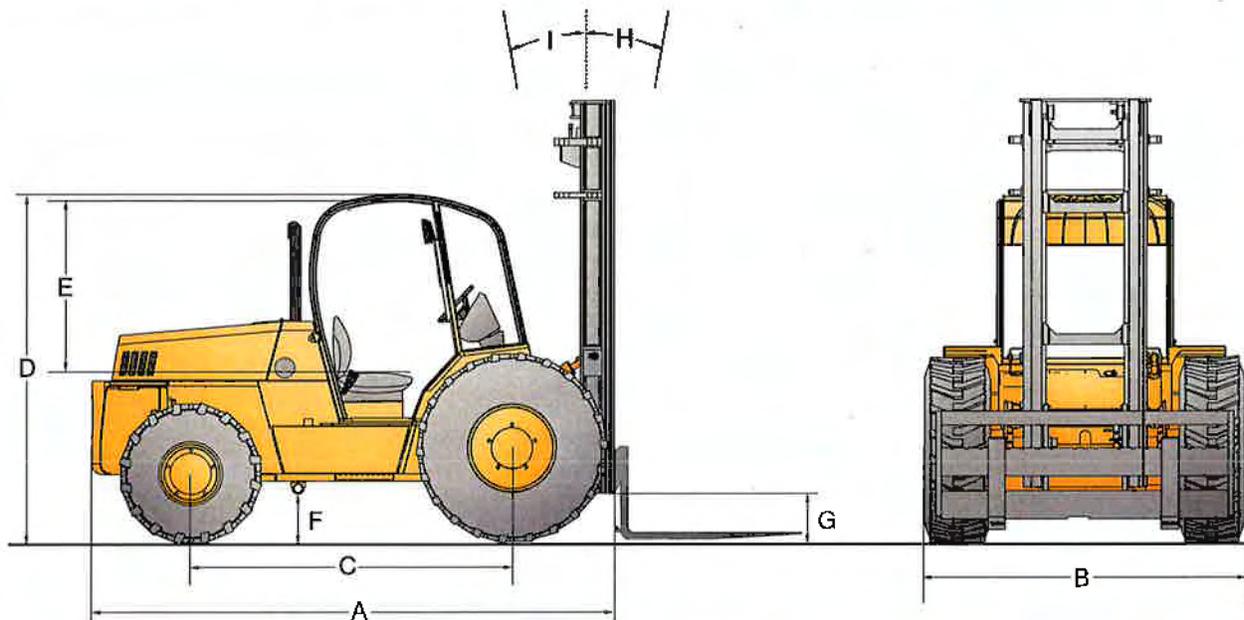
- Adjustable suspension seat
- Tilt steering column
- Retractable seatbelt
- Fuel/water separator
- Power assisted enclosed wet multi-disc brakes
- Load sense power steering
- Halogen lighting package includes two front and two rear adjustable worklights
- Safety lighting includes LED brake lights & amber warning light
- Backup alarm
- Automotive style park brake with neutral interlock
- Neutral safety start

Optional Equipment

- Cab
- Air conditioning
- Hydraulic fork positioner
- Turn signals
- Mirrors
- AM/FM MP3 player



TECHNICAL SPECIFICATIONS



	Ref.	S60	S80	S100	S120
Lift capacities @ 24 inch load center		6,000 lbs	8,000 lbs	10,000 lbs	12,000 lbs
Total weight ²		14,855 lbs	16,235 lbs	19,245 lbs	20,915 lbs
Overall length (without forks)	A	149"/3,785 mm	150"/3,810 mm	152"/3,861 mm	159"/4,039 mm
Overall width	B		89"/2,261 mm		
Wheelbase	C		89"/2,261 mm		
Height to top of overhead guard (standard)	D		97"/2,464 mm		
Distance from seat to overhead guard (standard)	E		43"/1,092 mm		
Outside turning radius			178"/4,521 mm		183"/4,648 mm
Aisle width 90° stacking			266"/6,756 mm		271"/6,883 mm
Frame underclearance	F		15"/381 mm		
Mast underclearance	G		12"/305 mm		
Mast sideshift			6"/152 mm		
Mast tilt - forward	H		45°		
Mast tilt - rearward	I		12°		
Travel speed (standard)			19 mph		12 mph
Gradeability			25%		
Tire type & size (standard)		Drive (pneumatic) - 15.5 x 25 - 12 ply Steer (pneumatic) - 14 x 17.5 - 14 ply			
Engine model		ECOMAX T4			
Cylinders		4			
Engine output (gross power)		74 hp @ 2,200 rpm			
Peak torque		295 ft. lbs @ 1,200 rpm			
Transmission type		Power reversing synchromesh			

Because of our constant dedication to product improvement, all specifications are subject to change without notice.
 — All Sellick forklifts meet or exceed all ANSI/ITSDF B56.6-2016 safety standards —

²Total weight with standard operator's platform, 144" 2-stage mast, and load backrest.





Sellick

Working for you

Built in the Sellick tradition of quality & reliability, the S Series is supported by a network of long-established material handling dealers that provide prompt parts and service. All Sellick products are backed by one of the best warranties in the business.

All Sellick forklifts meet or exceed all ANSI/ITSDF B56.6-2016 safety standards.



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P.O. Box 1000/358 Erie Street North
Harrow, Ontario, Canada N0R 1G0
519-738-2255 • sellick@mnsi.net
Visit us at www.sellickequipment.com



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