

Original

# State of Nebraska - INVITATION TO BID CONTRACT

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

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

Date	6/2/20	Page	1 of 2
Solicitation Number	6309 OF		
Opening Date and Time	06/15/20	2:00 pm	
Buyer	CHRISTIE KELLY (AS)		

**DESTINATION OF GOODS**  
**MULTIPLE DELIVERY LOCATIONS**  
**PLEASE REFER TO DOCUMENTATION**  
**FOR DELIVERY ADDRESSES.**

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.

DK 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.

Contract to supply and deliver Articulated All Wheel Drive Loader with Minimum 3.8 Cubic Yard Bucket to the State of Nebraska as per the attached specifications for a one (1) year period from date of award. The contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

MH 6/2/20

## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	ARTICULATED ALL WHEEL DRIVE LOADER W/MIN 3.8 CY BUCKET	2.0000	EA	<u>233,142</u>	<u>466,284</u>
2	QUICK HITCH WITH SPECIFIED BUCKET	2.0000	EA	<u>15,140</u>	<u>30,280</u>
3	QUICK ATTACH FORKLIFT ASSEMBLY	2.0000	EA	<u>6,350</u>	<u>12,700</u>
4	MULTI PURPOSE BUCKET	2.0000	EA	<u>13,525</u>	<u>27,050</u>
5	GRAPPLE FORK ATTACHMENT	2.0000	EA	<u>7,900</u>	<u>15,800</u>

### BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: \_\_\_\_\_ % \_\_\_\_\_ 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 90 days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign Dustin Ronke  
Here (Authorized Signature MANDATORY - MUST BE SIGNED IN INK)

Enter Contact Information Below

VENDOR#

VENDOR:

Address:

Roadbuilders Machinery  
5601 Fletcher Ave  
Lincoln, NE 68507

Contact

Telephone

Facsimile

Email

Dustin Ronke  
402-480-4313  
402-325-0753  
dronke@rdmsco.com

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## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
6	WHEEL LOADER SCALE SYSTEM	2.0000	EA	<u>7,830</u>	<u>15,660</u>
7	AM/FM RADIO	2.0000	EA	<u>Standard - comes with loader</u>	

## INVITATION TO BID Number 6309 OF

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this solicitation for a commodity contract, ITB Number 6309 OF for the purpose of selecting a qualified Contractor to provide **Articulated All Wheel Drive Loader with Minimum 3.8 Cubic Yard Bucket**. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar goods from other sources now or in the future.

### INFORMATION PERTINENT TO THIS SOLICITATION CAN BE FOUND ON THE INTERNET AT:

<http://das.nebraska.gov/materiel/purchasing.html>

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.02, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the solicitation, and the successful Contractor's proposal or response will be posted to a public website managed by DAS, which can be found at:

<https://statecontracts.nebraska.gov>

In addition and in furtherance of the State's public records statute (Neb. Rev. Stat. § 84-712 et seq.) all proposals or responses received regarding this solicitation will be posted to the SPB website.

These postings will include the entire proposal or response. Contractor must request that proprietary information be excluded from the posting. The Contractor must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously using an indelible method with the words "PROPRIETARY INFORMATION". The Contractor must submit a **detailed written document showing** that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) **THE CONTRACTOR MAY NOT ASSERT THAT THE ENTIRE PROPOSAL OR RESPONSE IS PROPRIETARY. COST WILL NOT BE CONSIDERED PROPRIETARY AND IS A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Contractor will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines it is required to release proprietary information, the Contractor will be informed. It will be the Contractor's responsibility to defend the Contractor's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this solicitation for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this solicitation, specifically waives any copyright or other protection the contract, proposal, or response to the solicitation may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this solicitation, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the solicitation being found non-responsive and rejected.

**Any entity awarded a contract or submitting a proposal or response to the solicitation agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials 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, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the solicitation, awards, and other documents.**

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**Contract Period:** The duration of the contract

**Contractor:** An individual or entity lawfully conducting business in the State, who seeks or agrees to provide goods or services under the terms of a written contract.

**Cooperative Purchasing:** The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits

**Copyright:** A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work

**Critical Program Error:** Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract

**Customer Service:** The process of ensuring customer satisfaction by providing assistance and advice on those products or goods provided by a Contractor

**Default:** The omission or failure to perform a contractual duty

**Deviation:** Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract

**Evaluation:** The process of examining an offer after opening to determine the contractor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award

**Evaluation Committee:** Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposal/s (offers made in response to written solicitations)

**Extension:** Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period"

**Free on Board (F.O.B.) Destination:** The delivery charges are included in the quoted price and prepaid by the contractor. Contractor is responsible for all claims associated with damages during delivery of product

**Free on Board (F.O.B.) Point of Origin:** The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product

**Foreign Corporation:** A foreign corporation that was organized and chartered under the laws of another state, government, or country.

**Installation Date:** The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the solicitation, or contract are completed.

**Interested Party:** A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein

**Invalid Proposal:** A proposal that does not meet the requirements of the solicitation or cannot be evaluated against the other proposals.

**Invitation to Bid:** A written solicitation utilized for obtaining competitive offers for Services or Goods

**Late Proposal:** An offer received after the Opening Date and Time

**Licensed Software Documentation:** The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently

**Mandatory:** Required, compulsory, or obligatory.

**May:** Discretionary, permitted; used to express possibility

**Must:** See "Mandatory".

**National Institute for Governmental Purchasing (NIGP):** National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services

**Open Market Purchase:** Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau

**Opening Date and Time:** Specified date and time for the public opening of received, labeled, and sealed formal proposals

**Specifications:** The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract

**Statutory:** These clauses are controlled by state law and are not subject to negotiation

**Subcontractor:** Individual or entity with whom the contractor enters a contract to perform a portion of the work awarded to the contractor

**System (see Module):** Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity

**Termination:** Occurs when the contract expires or either party, pursuant to a power created by agreement or law puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives

**Third-Party:** Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and sub-contractors or agents, and their employees. It shall not include any entity or person who is an interested Party to the contract or agreement

**Trade Secret:** Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. § 87-502(4))

**Trademark:** A word, phrase, logo, or other graphic symbol used by a manufacturer or contractor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office

**Upgrade:** Any change that improves or alters the basic function of a product of service

**Vendor Performance Report:** A report completed by the using agency and submitted to State Purchasing Bureau documenting products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications.

**Vendor:** Inclusive term for any Bidder or Contractor.

**Will:** See "Mandatory".

**Work Day:** See Business Day

## I. PROCUREMENT PROCEDURE

### A. GENERAL INFORMATION

The solicitation is designed to solicit proposals from qualified Contractors who will be responsible for providing **Articulated All Wheel Drive Loader with Minimum 3.8 Cubic Yard Bucket** at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, Proposal instructions, and Cost Proposal Requirements may be found in Sections II through VI.

Proposals shall conform to all instructions, conditions, and requirements included in the solicitation. Prospective Contractors are expected to carefully examine all documents, schedules, and requirements in this solicitation, and respond to each requirement in the format prescribed. Proposals may be found non-responsive if they do not conform to the solicitation.

### B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this solicitation reside with SPB. The POC for the procurement is as follows:

Name: Christie Kelly  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508

Telephone: 402-471-6500

E-Mail: [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov)

From the date the solicitation is issued until the Intent to Award is issued, communication from the Contractor is limited to the POC listed above. After the Intent to Award is issued, the Contractor may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this solicitation. The POC will issue any answers, clarifications or amendments regarding this solicitation in writing. Only the SPB or awarding agency can award a contract. Contractors shall not have any communication with, or attempt to communicate or influence any evaluator involved in this solicitation.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by POC; and
3. Contact required for negotiation and execution of the final contract.

*The State reserves the right to reject a contractor's proposal, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.*

### C. SCHEDULE OF EVENTS

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release solicitation	May 27, 2020
2.	Last day to submit written questions	June 1, 2020
3.	State responds to written questions through a solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	June 8, 2020
4.	Proposal Opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	June 15, 2020 2:00 PM Central Time

### D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to SPB and clearly marked "ITB Number 6309 OF; **Articulated All Wheel Drive Loader with Minimum 3.8 Cubic Yard Bucket** Questions". POC is not obligated to respond to questions that are received late per the Schedule of Events.

Contractors should present, as questions, any assumptions upon which the Contractor's proposal is or might be developed. Proposals will be evaluated without consideration of any known or unknown assumptions of a Contractor. The contract will not incorporate any known or unknown assumptions of a Contractor.

Emphasis should be concentrated on conformance to the ITB instructions, responsiveness to requirements, completeness, and clarity of content. If the contractor's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the proposal as non-conforming.

By signing the Invitation to Bid, the contractor guarantees compliance with the provisions stated in this ITB.

The State shall not incur any liability for any costs incurred by contractors in replying to this ITB, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this ITB.

**I. PROPOSAL PREPARATION COSTS**

The State shall not incur any liability for any costs incurred by Contractors in replying to this solicitation, including any activity related to bidding on this solicitation.

**J. FAILURE TO COMPLY WITH INVITATION TO BID**

Violation of the terms and conditions contained in this solicitation or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a Contractor's proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Negative Vendor Performance Report(s)
5. Termination of the resulting contract;
6. Legal action; or,
7. Suspension of the Contractor from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

**K. PROPOSAL CORRECTIONS**

A contractor may correct a mistake in a proposal prior to the time of opening by giving written notice to the State of intent to withdraw the proposal for modification or to withdraw the proposal completely. Changing a proposal after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

**L. LATE PROPOSALS**

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned unopened, if requested by the Contractor and at Contractor's expense. The State is not responsible for proposals that are late or lost regardless of cause or fault.

**M. PROPOSAL OPENING**

Anyone may attend the opening. It is considered a public opening. The Buyer will read the names of the respondents. Depending upon the complexity of the proposal for goods, the buyer may read the proposals aloud or allow proposals be available for viewing by the public during the proposal opening. Once the proposal opening has concluded, the proposals will not be available for viewing until the Intent to Award has been posted. An initial proposal tabulation will be posted to the website as soon as feasible. Information identified as proprietary by the submitting contractor, in accordance with the solicitation and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the [Public Records Act](#), or if ordered to release any withheld information, said information may then be released. The submitting contractor will be notified of the release and it shall be the obligation of the submitting contractor to take further action, if it believes the information should not be released.

**N. INVITATION TO BID/PROPOSAL REQUIREMENTS**

The proposals will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Proposals not meeting the requirements may be rejected as non-responsive. The requirements are:

1. Original Commodity ITB form signed using an indelible method (electronic signatures are acceptable);
2. Clarity and responsiveness of the proposal;
3. Completed Sections II through VI;
4. Completed ITB Document or State's Cost Sheet.

**O. EVALUATION COMMITTEE**

Proposals are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee(s) will not be published prior to the intent to award.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this solicitation may result in the rejection of this proposal and further administrative actions.

**P. EVALUATION OF PROPOSALS**

All proposals that are responsive to the solicitation will be evaluated based on the following:

1. Cost Proposal

1. Price;
2. Location;
3. Quality;
4. Delivery time;
5. Contractor qualifications and capabilities; and,
6. State contract management requirements and/or costs.

The solicitation does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

Any protests must be filed by a contractor within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

**T. SPECIFICATIONS**

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The Materiel Administrator will be the sole judge of equivalency. The Contractor may offer any brands which meets or exceeds the specification. When a specific product is required, the solicitation will so state. Any item proposal is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

**U. ALTERNATE/EQUIVALENT PROPOSALS**

Contractor may offer proposals which are at variance from the express specifications of the solicitation. The State reserves the right to consider and accept such proposals if, in the judgment of the Materiel Administrator, the proposal will result in goods and/or services equivalent to or better than those which would be supplied in the original proposal specifications. Contractor must indicate on the solicitation the manufacturer's name, number and shall submit with their proposal, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. Proposals which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with all terms, conditions and specification, and the Contractor shall be held liable therefore.

**V. LUMP SUM OR "ALL OR NONE" PROPOSALS**

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Contractors may submit a proposal on an "all or none" or "lump sum" basis, but should also submit a proposal on an item-by-item basis. The term "all or none" means a conditional proposal which requires the purchase of all items on which proposals are offered and Contractor declines to accept award on individual items; a "lump sum" proposal is one in which the Contractor offers a lower price than the sum of the individual proposals if all items are purchased, but agrees to deliver individual items at the prices quoted.

**W. EMAIL SUBMISSIONS**

SPB will not accept proposals by email, electronic, voice, or telephone proposals **except** for one-time purchases under \$50,000.00.

**X. PROPOSAL TABULATIONS**

Proposal tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>.

**Y. REJECTION OF PROPOSALS**

The State reserves the right to reject any or all proposals, wholly or in part, in the best interest of the State.

**Z. RESIDENT BIDDER**

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident Bidder is equal in all respects to one from a nonresident Bidder from a state which has no preference law, the resident Bidder shall be awarded the contract. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

**B. NOTIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative (Initial)	NOTES/COMMENTS:
DR			

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, 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 for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

**C. BUYER'S REPRESENTATIVE**

The State reserves the right to appoint a Buyer's Representative to manage [or assist the 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. AMENDMENT**

This Contract may be amended in writing, within scope, upon the agreement of both parties.

**F. CHANGE ORDERS OR SUBSTITUTIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative (Initial)	NOTES/COMMENTS:
DR			

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 deliverable, service, or work 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 work required due to the change and an itemized cost sheet for the change. Changes in work 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 proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

**J. NON-WAIVER OF BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative (Initial)	NOTES/COMMENTS:
DR			

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.

**K. SEVERABILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative (Initial)	NOTES/COMMENTS:
DR			

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.

**L. INDEMNIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative (Initial)	NOTES/COMMENTS:
DR			

**1. 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.

**2. SELF-INSURANCE (Statutory)**  
 The State is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this contract, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 through 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this contract to the extent provided by law.

**M. ATTORNEY'S FEES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative (Initial)	NOTES/COMMENTS:
DR			

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.

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.

**R. EARLY TERMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative (Initial)	NOTES/COMMENTS:
DR			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, at its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - g. Contractor intentionally discloses confidential information;
  - h. Contractor has or announces it will discontinue support of the deliverable; and,
  - i. In the event funding is no longer available.

**S. CONTRACT CLOSEOUT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative (Initial)	NOTES/COMMENTS:
DR			

Upon termination of the contract for any reason the Contractor shall within thirty (30) days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor contractor, person or entity in the assumption of any or all of the obligations of this contract;

**III. CONTRACTOR DUTIES**

**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative (Initial)	NOTES/COMMENTS:
DR			

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 proposal 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 a 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 proposal. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its proposal 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 sub-contractor 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:

**G. COST CLARIFICATION**

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component 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 (Initial)	NOTES/COMMENTS:
DR			

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. NOTICE OF POTENTIAL CONTRACTOR BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative (Initial)	NOTES/COMMENTS:
DR			

If 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, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary 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.

**J. ANTITRUST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative (Initial)	NOTES/COMMENTS:
DR			

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.

**K. CONFLICT OF INTEREST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative (Initial)	NOTES/COMMENTS:
DR			

By submitting a proposal, 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 Request for Proposal or project.

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 proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State

**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”. Standard term is to pay after deliverables and that any alteration of that standard term should be carefully considered and used only when absolutely necessary to accommodate certain critical exceptions, i.e. insurance premiums, etc. that must be paid in advance.)

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**

Invoices for payments must be submitted by the Contractor to the agency requesting the services 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 (Initial)	NOTES/COMMENTS:
DL			

Final inspection and approval of all 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 deposit. 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 thirty (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.

## V. SCOPE OF WORK

### A. SCOPE

It is the intent of this proposal invitation to establish a contract to supply **Articulated All Wheel Drive Loader with Minimum 3.8 Cubic Yard Bucket** per the attached specifications from date of award for a period of One (1) year with the option to renew for an additional four (4) One (1) year periods when mutually agreeable to the contractor and the State. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the contractor and the State.

All items proposed shall be of the latest manufacture in production as of the date of the solicitation and 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 **Articulated All Wheel Drive Loader with Minimum 3.8 Cubic Yard Bucket** 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 proposal 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 proposal document. If manufacturer's information necessary to show compliance with these specifications is not attached to the proposal 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 proposal.

X			4. Manufacturer's recommended muffler, alternator, and starter.
X			5. Full flow, throw away type oil filter(s) required.
X			6. Turbo II or Centri brand pre-cleaner or Equivalent OEM supplied rotary ejection style pre-cleaner required. Dual element air filtration is preferred.
X			7. Heavy-duty radiator guard and crankcase guard is desired.
X			8. Engine housing side panels or tilt hood required.
X			9. Manufacturer's recommended antifreeze protection to no less than 34 degrees below zero Fahrenheit required.
X			10. A 120 volt AC block heater with a sturdily-mounted, male receptacle with cover that is conveniently located will be furnished in all water-cooled units.
X			11. Counter-balanced rain cap for exhaust preferred. Exhaust elbow is acceptable.
			12. Please Specify the following: a. Engine Brand: <u>KOMATSU</u> b. Engine Model: <u>SAA6D107E-3</u> c. Flywheel Horsepower: <u>192 HP</u> d. Governed RPM: <u>2100 RPM</u>
NOTES/COMMENTS: We see competitive performance with increased fuel savings utilizing slightly less HP.			

D. DRIVE

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Torque converter/power shift with minimum four (4) speed forward and three (3) reverse transmission. Hydrostatic transmission is also acceptable.
X			2. Inboard or outboard four wheel planetary final reduction.
X			3. Limited slip in front and/or rear differential required. Either front or rear differential lock-up will be acceptable.  Specify If Bidding Limited Slip or Differential Lock-Up: <u>Limited Slip - Front + Rear</u>
X			4. Minimum forward travel speed will be approximately 20 MPH.
NOTES/COMMENTS:			

H. LOADER

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Static full turn tipping load must be 24,500 pounds or greater.
X			2. Joystick control required.
X			3. General purpose loader bucket to be minimum 3.8 cubic yard struck SAE rated.
X			a. Bucket shall be minimum 110 inches wide but not less than the overall width of the machine.
X			b. Dump clearance at full lift with bucket at 45 degrees discharge shall be at least 9 feet, 3 inches.
X			c. Minimum 33,500 pound breakout force.
X			d. Digging depth of at least 2.9 inches below grade with bucket bottom approaching position parallel to grade.
X			e. Bucket level indicator or automatic pre-set to dig position and adjustable automatic lift kick out required.
X			f. Bucket shall have a bolt-on cutting edge.
X			4. Z-bar linkage, Parallel Lift Linkage or Equivalent.
X			a. Equivalent Brand/Model must be approved by NDOT
X			b. Specify Brand of Tire Being Bid: <u>Maxam MS302-Radian</u>
X			5. Loader shall be equipped with a suspension system for the loader boom cylinders.
X			6. Ride Control/Suspension System to include any accumulators, valves, hydraulic lines and/or electrical circuits as required by manufacturer.
NOTES/COMMENTS:			

I. CAB

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The ROPS cab shall be of steel construction.
X			a. Cab shall be fully and tightly enclosed with sound suppression.
X			b. Tinted safety glass windshield, windows and doors required.
X			2. Cab to be equipped with mounting ladder.
X			a. Electric windshield wipers with washers both front and rear.
X			b. Inside rear view mirrors and floor mat required.
X			c. Defroster fan and heater of adequate capacity for Nebraska required.
X			d. Unit shall have manufacturer's factory installed air conditioning.
X			e. Unit to have rearview camera installed.

L. COUNTERWEIGHTS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Standard equipment rear counterweights are to be furnished as required by manufacturer.
NOTES/COMMENTS:			

M. GENERAL

YES	NO	NO & PROVIDE ALTERNATIVE	
	X	27'3" - Accepted Per Addendum II	1. The overall length of the loader will not be greater than 26 feet 5 inches, with loader bucket level on the ground.
X			2. The operation weight of loader with a minimum 3.8 cubic yard bucket.
X			3. ROPS cab and without optional accessories or calcium chloride in tires shall be a minimum of 40,000 pounds.  <b>Bidder To Specify Loader Weight As Described In Bid:</b> <u>40,686</u> pounds.
X			4. Four (4) headlights required:
X			a. Two (2) at top of cab near corners.
X			b. Two (2) at bottom of cab near each side.
X			5. A minimum of two (2) rear working light to be provided.
X			6. Combination stop/tail light and horn required.
X			7. Drawbar hitch with pin required.
X			8. Turn signals and hazard flashing lights for front and rear of unit required.
X			9. Manufacturer's front and rear fenders required.
X			10. A slow moving vehicle emblem shall be mounted on the rear of loader
X			a. Emblem shall be mounted so as not to restrict airflow for cooling purposes.
NOTES/COMMENTS:			

X			6. If after testing by NDOT and/or accredited lab, the Vendor is unable or unwilling to incur the cost and correct the Radio Frequency Interference issue to the satisfaction of NDOT, all orders and corresponding contract will be canceled.
<b>NOTES/COMMENTS:</b>			

**P. MANUALS**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Operator's Manual and All other required manuals must accompany each unit when delivered prior to payment and delivery to Fleet Management.
X			2. If Repair and/or Parts manuals are available online, the State of Nebraska must be able to access them free of charge for fifteen (15) years.
X			a. Equipment shop repair manual or CD ROM.
X			b. Engine shop repair manual or CD ROM.
X			c. Equipment parts manual or CD ROM.
X			d. Engine parts manual or CD ROM.
X			3. Failure to deliver the above-required manuals may result in a ten percent (10%) underpayment of the purchase order total until all manuals are delivered.
<b>NOTES/COMMENTS:</b>			

**Q. MISCELLANEOUS**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. A list of any special tools required by the bidder should be submitted with the bid.
X			2. Dealer's decals and stickers shall not be affixed the unit.
X			3. Manufacturer's nameplates and stampings are acceptable items, which may be affixed to the units.
X			4. Dealer's pre-delivery service required.
X			5. Color: Manufacturer's standard yellow color.
X			6. Prior to the awarding 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 of Nebraska, in writing, that it has Factory Authorized Dealers in the State of Nebraska who will provide warranty/service and repair work without undue delay.
<b>NOTES/COMMENTS:</b>			

X			written permission from the Nebraska Department of Transportation.
X			<b>10.</b> The following limitations shall be applicable to all guarantees.
X			<b>a.</b> Parts ordering and machine repair requests will occur during dealer's normal working hours.
X			<b>b.</b> The parts and machine repair guarantees will not apply to machines which have been substantially damaged by collision, accident, flood, fire, vandalism or similar occurrence.
X			<b>c.</b> The parts and machine repair guarantees will not apply to machines when delay results from strikes (dealer, supplier, or carrier), act of God or other occurrences beyond vendor's reasonable control.
X			<b>11.</b> If machine cannot be repaired within thirty (30) days, a comparable loaner machine will be furnished to the State of Nebraska at no cost during the warranty period.
<p><b>NOTES/COMMENTS:</b> <i>Komatsu Care comes standard with this unit. This is our maintenance program that will cover all scheduled maintenance for 3 years or 2000 hrs. See included sheet for details - \$11,589 value.</i></p>			

**S. TRAINING**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			<b>1.</b> The awarded bidder will provide a factory-trained Operation and Maintenance Representative who will provide a minimum of four (4) hours of instruction, per loader, to include Operator and Equipment training at various locations throughout Nebraska. Fleet Management will contact awarded bidder for scheduling and location(s).
<p><b>NOTES/COMMENTS:</b></p>			

**T. SPECIFICATION FORM(S)**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			<b>1.</b> "Specification Form(s)" will be provided by NDOT to the Contractor when a purchase order is issued.
X			<b>2.</b> 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.
X			<b>3.</b> 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.
<p><b>NOTES/COMMENTS:</b></p>			

**X. DELIVERY LOCATIONS / INSTRUCTIONS (CONTRACTOR AGREES THAT THEY CAN MEET THE DELIVERY LOCATIONS/INSTRUCTIONS)**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			<b>1.</b> Delivery Location:  Nebraska Department of Transportation (NDOT) Attn: Fleet Management 5001 South 14 <sup>th</sup> Street Lincoln, NE 68512 402-479-4319  Delivery between 8:00 AM and 3:30 PM. Monday through Friday, excluding State and Federal Holidays.
X			<b>2.</b> Units are to be FOB Destination.
X			<b>3.</b> Contractor must notify NDOT Fleet Management a minimum of 24 hours prior to delivery of units.  NDOT Fleet Management contact information is:  <b>a.</b> 402-479-4319 <b>b.</b> 402-479-4323 <b>c.</b> 402-479-4304
X			<b>4.</b> Manufacturer's Statement of Origin and other pertinent purchasing documents must accompany the invoice at time of delivery.
X			<b>5.</b> 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.  A list of Factory authorized Nebraska Dealer(s), their location(s) and contact information should be submitted with the bid.
<b>NOTES/COMMENTS:</b>			

**Y. ORDERS**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			<b>1.</b> Orders will be placed by e-mail.
X			<b>2.</b> All orders must reference a purchase order number.
X			<b>3.</b> The purchase order number must be referenced on the packing slip, and invoice.
X			<b>4.</b> Invoices are to be sent to the "Invoice to" address on the purchase order.

VII. OPTIONS PAGES

A. QUICK HITCH WITH SPECIFIED BUCKET

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Quick hitch (coupler) system with bucket equivalent to bucket specified in Subsection H of Section VI, Technical Specifications.
X			2. The quick hitch and bucket will replace the loader manufacturer's factory bucket.
X			3. Acceptable brands are JRB, ACS or loader manufacturer's model.  Please specify which brand you are bidding: <u>JRB</u>
X			4. Securing pins will hydraulically operate from loader's existing hydraulics with controls in cab.
X			5. Quick hitch and specified bucket manufacturer must be approved for use for the loader proposed.
X			6. Any operators and/or parts manuals available from manufacturer will be provided with each unit delivered.
NOTES/COMMENTS:			

B. QUICK ATTACH FORKLIFT ASSEMBLY

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Forklift assembly to be quick attach style to match the Quick hitch stated in Section VII, Subsection A, Number 1.
X			2. Quick hitch shall be JRB, ACS or loader Manufacturer OEM supplied hitch
X			3. Carriage width to be a minimum of 53 inches.
X			4. Tine length to be a minimum of 60 inches.
X			5. Manually adjustable tines of 2.5 inch X 6 inch.
X			6. Minimum Load Capacity of 10,000 pounds at 24 inch load center.
NOTES/COMMENTS:			

C. MULTI-PURPOSE BUCKET

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The multi-purpose bucket will replace the loader's factory furnished bucket.
X			2. The multi-purpose bucket shall be at least as heavy duty as the loader manufacturer's normally-furnished bucket.

X			3. Any additional parts for operation and hook-up (i.e. valves, hydraulics, hoses) are required"?
X			4. Bucket Manufacturer must recommend their unit for proposed loader.
X			5. Any operators and/or parts manuals available from manufacturer will be provided with each unit delivered.
<b>NOTES/COMMENTS:</b>			

**D. GRAPPLE FORK ATTACHMENT**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Grapple fork to be mounted to the bucket as specified in Section VI, Subsection H. The Grapple fork should be GrabTec "GA" series or Equivalent.
X			2. Grapple is to be delivered installed on the bucket as stated above. The Vendor is responsible for any transportation costs incurred while mounting the grapple fork to the specified bucket.
X			3. Grapple Assembly to be of a Quick Attach Style.
X			a. Installation weight of grapple assembly to be a minimum of 1,200 pounds.
X			b. Hydraulic Cylinder Bore to be a minimum three (3) inches.
X			c. Hydraulic hoses of adequate length and couplers shall be provided. The hoses shall be coupled to the loader's auxiliary circuit (Third Valve).
X			d. Fork teeth material to be a minimum of one (1) inch thick.
X			e. Teeth to be replaceable. Minimum of five (5) teeth per assembly.
X			f. Clamping force of fork assembly to be approximately 10,000 pounds rated and cylinder pressure of 3750 psi.
X			g. Opening of forks measured from ground level to tip of teeth to be approximately 86 inches.
X			4. Any additional hydraulic valves hoses, etc. will be furnished.
X			5. The auxiliary third valve will be ordered on the loader.  <b>***Do not include this valve in pricing***</b>
X			6. Any operators and or parts manuals available from manufacturer will be with each unit when delivered.
X			7. Attachment shall carry a one (1) year warranty to be provided by the fork Manufacturer or the Vendor.
<b>NOTES/COMMENTS:</b>			

## We CARE About Reliability and Performance!



KOMATSU CARE WA380-8					
PM Interval	i250	500	1000	1500	2000
PERFORM KOWA SAMPLING (5 samples) – engine, transmission, hydraulics, front & rear axle	✓	✓	✓	✓	✓
CLEAN AC FRESH AND RECIRC AIR FILTERS	✓				
REPLACE HYDRAULIC OIL FILTER ELEMENT	✓				✓
REPLACE TRANSMISSION OIL FILTER	✓		✓		✓
CHECK AND CLEAN AIR CLEANER	✓	✓	✓	✓	✓
CHECK AND CLEAN FUEL BREATHER ELEMENT	✓	✓	✓	✓	✓
LUBRICATE REAR AXLE PIVOT PIN	✓	✓	✓	✓	✓
LUBRICATE WORK EQUIPMENT	✓	✓	✓	✓	✓
CHECK PARKING BRAKE	✓	✓	✓	✓	✓
CHECK WHEEL HUB BOLTS AND RETIGHTEN AS NECESSARY	✓	✓	✓	✓	✓
DRAIN SEDIMENT FROM FUEL TANK	✓	✓	✓	✓	✓
COMPLETE 50 POINT INSPECTION FORM; LEAVE PINK COPY WITH CUSTOMER OR IN CAB	✓	✓	✓	✓	✓
RESET MONITOR PANEL MAINTENANCE COUNTER FOR APPROPRIATE ITEMS	✓	✓	✓	✓	✓
CHANGE ENGINE OIL		✓	✓	✓	✓
REPLACE ENGINE OIL FILTER		✓	✓	✓	✓
REPLACE AC FRESH & RECIRC AIR FILTERS		✓	✓	✓	✓
REPLACE FUEL PRE-FILTER		✓	✓	✓	✓
REPLACE FUEL MAIN FILTER			✓		✓
REPLACE DEF TANK BREATHER			✓		✓
CLEAN TRANSMISSION BREATHER ELEMENT			✓		✓
REPLACE TRANSMISSION OIL STRAINER			✓		✓
LUBRICATE CENTER HINGE PIN			✓		✓
LUBRICATE DRIVE SHAFT CENTER SUPPORT					✓
CHANGE TRANSMISSION OIL					✓
CHANGE FRONT AND REAR AXLE OIL					✓
REPLACE HYDRAULIC TANK BREATHER ELEMENT					✓
CLEAN HYDRAULIC OIL STRAINER					✓
CHANGE HYDRAULIC OIL					✓
REPLACE DEF PUMP FILTER					✓
REPLACE KCCV FILTER					✓
FACTORY TRAINED TECHNICIAN LABOR	✓	✓	✓	✓	✓
2 KDPF Exchanges suggested at 4,500 Hrs and 9,000 Hrs.					
2 SCR System Maintenance Services suggested at 4,500 Hrs. and 9000 Hrs.					
<b>Total Value for Komatsu CARE</b>					<b>\$11,589.73</b>

### KOMATSU CARE

#### Program Includes:

\*The WA380-8 comes standard with complimentary factory scheduled maintenance for the first 3 years or 2,000 Hours, whichever occurs first.

#### Planned Maintenance Intervals at:

500/1000/1500/2000 hour intervals. (250 hr. initial interval for some products) Complimentary Maintenance Interval includes: Replacement of Oils & Fluid Filters with genuine Komatsu Parts, 50-Point inspection, Komatsu Oil & Wear Analysis Sampling (KOWA) / Travel & Mileage (distance set by distributor; additional charges may apply)

#### Benefits of Using Komatsu CARE

- Assurance of Proper Maintenance with OEM Parts & Service
- Increased Uptime & Efficiency
- Factory Certified Technicians Performing Work
- Cost of Ownership Savings
- Transferable Upon Resale

### Complimentary KDPF Exchange

The WA380-8 comes standard with 2 Complimentary KDPF Exchange Units for the first 5 years or 9,000 hours, whichever occurs first. Complimentary KDPF Exchange Units are provided at: The suggested KDPF Exchange Units Service Intervals of 4,500 hours and 9,000 hours. End User must have authorized Komatsu distributor perform the removal and installation of the KDPF.

### Complimentary SCR System Maintenance

The WA380-8 also includes 2 factory suggested services of the Selective Catalytic Reduction (SCR) Diesel exhaust fluid (DEF) system during the first 5 years or 9,000 hours, whichever occurs first, including:

- Factory suggested DEF tank flush and strainer cleaning at 4,500 hours and 9,000 hours

\*Certain exclusions and limitations apply. Refer to the customer certificate for complete program details and eligibility. KOMATSU® and Komatsu CARE® are registered trademarks of Komatsu Ltd. | Copyright 2019 Komatsu America Corp.

## Extended Coverage Service Program

### Advantage Coverage Protection

#### Flexibility to Fit Your Needs

Three comprehensive offerings give you the choice of which coverage is right for you and your equipment:

#### Premier, Powertrain Plus, Powertrain

Additionally, you can choose from any combinations of months and hours—up to 5 years or 10,000 hours. Your coverage can be financed at time of sale, or can be purchased at anytime in the first year of machine operation.

#### Convenience of Coverage

Your Advantage Coverage will be honored at any authorized Komatsu distributor; leaving one less thing for you to worry about.



### Best In Class—Extensive Scope Of Coverage

COVERED ITEMS	PREMIER	PT +	PT
<b>ENGINE AND RELATED PARTS</b>			
ENGINE ASSEMBLY, INTERNAL COMPONENTS	✓	✓	✓
<b>ENGINE OIL RELATED</b>			
COOLER	✓	✓	✓
ENGINE OIL FILTER MOUNT	✓	✓	✓
REMOTE MAKE-UP OIL TANKS	✓	✓	✓
<b>REMOTE MOUNTED OIL FILTRATION SYSTEM</b>			
VALVES	✓	✓	✓
HOSE CLAMPS & HOSES	✓	✓	✓
<b>AIR INTAKE AND EXHAUST RELATED</b>			
AIR CLEANER HOUSING & AFTER COOLERS	✓	✓	✓
INTER COOLERS	✓	✓	✓
TURBO CHARGER	✓	✓	✓
INTAKE AND EXHAUST MANIFOLDS	✓	✓	✓
EGR VALVE AND COOLER	✓	✓	✓
MUFFLERS	✓	✓	✓
SENDERS, SOLENOIDS, AND SENSORS	✓	✓	✓
PIPES, TUBES, CLAMPS, HOSES	✓	✓	✓

## Extended Coverage Service Program

COVERED ITEMS	PREMIER	PT +	PT
<b>FUEL RELATED</b>			
FUEL TANK ASSEMBLY AND MOUNTING	✓		
FUEL FILTER MOUNTS	✓	✓	✓
FUEL TRANSFER, AUXILIARY, LIFT, & INJECTION PUMPS	✓	✓	✓
FUEL COOLERS	✓	✓	✓
INJECTORS	✓	✓	✓
FUEL MANIFOLDS/VALVES	✓	✓	✓
SENDERS, SOLENOIDS, AND SENSORS	✓	✓	✓
PIPES, TUBES, CLAMPS, AND HOSES	✓	✓	✓
<b>ENGINE MOUNTED COMPONENTS</b>			
AC COMPRESSOR/ CONDENSER	✓	✓	✓
ALTERNATOR AND STARTER	✓	✓	✓
DAMPER AND VIBRATION DAMPER	✓	✓	✓
POWER TAKE OFF	✓	✓	✓
BELT TENSIONER	✓	✓	✓
FLYWHEEL AND FLYWHEEL HOUSING	✓	✓	✓
HEAT SHIELDING AND FRAMEWORK	✓	✓	✓
<b>ENGINE ELECTRICAL COMPONENTS</b>			
SENDERS, SOLENOIDS, AND SENSORS	✓	✓	✓
ELECTRONIC CONTROL MODULES	✓	✓	✓
ENGINE WIRING HARNESS	✓	✓	✓
<b>AFTERTREATMENT SYSTEM</b>			
KDPF ASSEMBLY	✓	✓	✓
HC AND DEF DOSING NOZZLES	✓	✓	✓
SCR ASSEMBLY	✓	✓	✓
KCCV ASSEMBLY	✓	✓	✓
SENDERS, SOLENOIDS, AND SENSORS	✓	✓	✓
PIPES, TUBES, CLAMPS, AND HOSES	✓	✓	✓
DEF MIXING TUBE	✓	✓	✓
<b>OTHER DEF SYSTEM RELATED</b>			
TANK	✓	✓	✓
HEATER, PUMP, AND TANK HEATER VALVE	✓	✓	✓
PUMP CONTROLLER	✓	✓	✓
SENDERS, SOLENOIDS, AND SENSORS	✓	✓	✓
PIPES, TUBES, CLAMPS, AND HOSES	✓	✓	✓
<b>POWER TRANSMITTING SYSTEM</b>			
<b>TRANSMISSION</b>			
TRANSMISSION AND TORQUE CONVERTORS	✓	✓	✓
TORQUE FLOW ASSEMBLY/POWER MODULE	✓	✓	✓
HYDROSTATIC PUMPS AND MOTORS	✓	✓	✓
CONTROL AND PPC VALVES	✓	✓	✓
OIL COOLERS, TANKS, AND RESERVOIRS	✓	✓	✓
OIL FILTER MOUNT	✓	✓	✓
ELECTRONIC CONTROL MODULE	✓	✓	✓
SENDERS, SOLENOIDS, AND SENSORS	✓	✓	✓
STEERING AND TRANSFER CASES	✓	✓	✓
DAMPER	✓	✓	✓
SWING GEAR BOX	✓	✓	✓
PIPES, TUBES, CLAMPS, AND HOSES	✓	✓	✓

The table is representative and is not intended to be a comprehensive list of components cover through the Advantage Coverage Program. Certain exclusions and limitations apply. Refer to the Komatsu Advantage Certificate of Extended Coverage for complete Program details and eligibility.

## Extended Coverage Service Program

COVERED ITEMS	PREMIER	PT +	PT
<b>DRIVE LINE</b>			
AXLES AND AXLE HOUSINGS	✓	✓	✓
AXLE MOUNTING AND OSCILLATION	✓	✓	✓
DIFFERENTIALS AND FINAL DRIVES	✓	✓	✓
WHEEL/RIM	✓	✓	✓
DRIVE SHAFT/AXLE SHAFT AND UNIVERSAL JOINTS	✓	✓	✓
VALVES	✓	✓	✓
PIPES, TUBES, CLAMPS, AND HOSES	✓	✓	✓
<b>STEERING (eligibility under the PT coverage type applies to Track machines only)</b>			
STEERING CLUTCH	✓	✓	✓
STEERING CLUTCH & BRAKE CONTROL VALVE	✓	✓	✓
STEERING PUMP AND EMERGENCY STEERING PUMP	✓	✓	✓
STEERING OIL COOLER	✓	✓	✓
STEERING VALVES	✓	✓	✓
STEERING BOX	✓	✓	✓
STEERING LINKAGE, COLUMN, AND CONSOLE	✓	✓	✓
TIE ROD	✓	✓	✓
SENDERS, SOLENOIDS, AND SENSORS	✓	✓	✓
PIPES, TUBES, CLAMPS, AND HOSES	✓	✓	✓
<b>BRAKING SYSTEM</b>			
BRAKE PRIMARY & SECONDARY CYLINDERS	✓	✓	✓
BRAKE PUMP AND EMERGENCY BRAKE PUMP	✓	✓	✓
WET BRAKE ASSEMBLIES	✓	✓	✓
BRAKE OIL COOLER ASSEMBLIES	✓	✓	✓
BRAKE OIL COOLER FAN, PUMP, AND MOTOR	✓	✓	✓
BRAKE CALIPER	✓	✓	✓
ACCUMULATORS	✓	✓	✓
TANKS & RESERVOIRS	✓	✓	✓
ELECTRONIC CONTROL MODULES	✓	✓	✓
SENDERS, SOLENOIDS, AND SENSORS	✓	✓	✓
PIPES, TUBES, CLAMPS, VALVES AND HOSES	✓	✓	✓
<b>COOLING SYSTEM</b>			
RADIATOR	✓	✓	✓
EXPANSION TANK	✓	✓	✓
THERMOSTAT	✓	✓	✓
COOLING FAN, FAN DRIVE, AND SHROUDING	✓	✓	✓
WATER PUMP	✓	✓	✓
SENDERS, SOLENOIDS, AND SENSORS	✓	✓	✓
PIPES, TUBES, CLAMPS, VALVES AND HOSES	✓	✓	✓
<b>HYDRAULIC SYSTEMS</b>			
NON-PROPULSION HYDRAULIC PUMPS & MOTORS	✓	✓	✓
HYDRAULIC CYLINDERS	✓	✓	✓
HYDRAULIC VALVE & CONTROLS	✓	✓	✓
ELECTRONIC CONTROL MODULES	✓	✓	✓
HYDRAULIC ACCUMULATORS	✓	✓	✓
HYDRAULIC OIL COOLERS AND COOLING FANS	✓	✓	✓
SWIVELS (ROTARY MANIFOLDS)	✓	✓	✓
SWING MOTOR	✓	✓	✓
HYDRAULIC OIL FILTER ASSEMBLY	✓	✓	✓
HYDRAULIC TANKS	✓	✓	✓
SENDERS, SOLENOIDS, AND SENSORS	✓	✓	✓
PIPES, TUBES, CLAMPS, VALVES AND HOSES	✓	✓	✓

## Extended Coverage Service Program

COVERED ITEMS	PREMIER	PT +	PT
<b>SUSPENSION</b>			
ELECTRONIC CONTROL MODULE	✓		
SUSPENSION CYLINDERS AND CONTROL VALVES	✓		
SUSPENSION CONTROL ARM ASSEMBLIES	✓		
SENDERS, SOLENOIDS, AND SENSORS	✓		
PIPES, TUBES, CLAMPS, VALVES, AND HOSES	✓		
<b>ELECTRICAL SYSTEM</b>			
GAUGES & INSTRUMENTS	✓		
WIRING HARNESSSES	✓		
SWITCHES	✓		
RELAYS & CIRCUIT BREAKERS	✓		
START SWITCH	✓		
FUSE / CIRCUIT BREAKER PANEL & CIRCUIT BOARD	✓		
MONITOR PANELS	✓		
KOMTRAX, VHMS, AND PLIM (PAYLOAD METER)	✓		
ELECTRONIC CONTROLLERS	✓		
AIR INTAKE HEATERS AND GLOW PLUGS	✓		
SENDERS, SOLENOIDS, AND SENSORS	✓		
<b>FRAMES, STRUCTURAL, &amp; LINKAGES</b>			
BOOM/ARM	✓		
BELL CRANK AND Z BAR ON WHEEL LOADERS	✓		
CAR BODY	✓		
STEEL FRAME (FRONT, REAR, SUB)/REVOLVING FRAME	✓		
STEEL OF OUTRIGGER ON BACKHOE LOADERS	✓		
MOTOR GRADER CIRCLE	✓		
<b>UNDERCARRIAGE RELATED PARTS</b>			
BOGIE ASSEMBLIES	✓		
EQUALIZER BAR	✓		
H.I.C. ASSEMBLIES	✓		
PIVOT SHAFT ASSEMBLY	✓		
RECOIL SPRINGS	✓		
TRACK ADJUSTERS	✓		
TRACK ROLLER FRAME	✓		
<b>HYBRID SYSTEMS</b>			
CAPACITOR/INVERTER	✓	✓	✓
GENERATOR/MOTOR	✓	✓	✓
HYBRID CONTROLLER	✓	✓	✓
LUBRICATION PUMP	✓	✓	✓
RADIATOR	✓	✓	✓
SWING MOTOR	✓	✓	✓
WATER PUMP	✓	✓	✓
WIRING HARNESS	✓	✓	✓
<b>INTELLIGENT MACHINE CONTROL SYSTEM</b>			
GNSS AND GPS ANTENNA(S), GNSS RECEIVER/CONTROLLER, GNSS	✓		
CONTROL BOX AND ICT CONTROLLER	✓		
IB MONITOR	✓		
SENSORS AND ENCODERS	✓		

# KOMATSU®

## Extended Coverage Service Program

### Why Advantage Coverage?

#### Security:

While Komatsu equipment is built to withstand the harshest of environments, protecting your cash flows and controlling your owning and operating costs by selecting an Advantage Extended Coverage is the wise choice for your equipment purchase.

### Make It Your Advantage

#### Knowing What You Value:

When it's time to maintain or repair your Komatsu equipment, Advantage Coverage guarantees the use of genuine Komatsu parts installed by factory trained technicians using state of the art tools and technology all while providing greater service and quick turnaround. Whether it's the comprehensive coverage of parts, labor, travel mileage, or oil sampling kits provided throughout the life of the agreement, you can rely on Komatsu to understand the things you value.

### Peace of Mind

#### Take Advantage Now:

Purchasing Advantage Coverage now provides inflation protection on parts and labor and helps turn variable expenses into fixed costs.

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## Extended Coverage Service Program



# The Komatsu Advantage

With You for the Long Haul

*Flexibility*

*Convenience*

*Security*

*Value*

*Peace of Mind*

**Extended Coverage Service Program**

# KOMATSU®

# KOMATSU®

# WA380-8

Tier 4 Final Engine

**WHEEL LOADER**

WA380



Photos may include optional equipment.

**NET HORSEPOWER**

191 HP @ 2100 rpm  
143 kW @ 2100 rpm

**OPERATING WEIGHT**

40,532 – 41,932 lb  
18385 – 19020 kg

**BUCKET CAPACITY**

3.5 – 4.3 yd<sup>3</sup>  
2.7 – 3.3 m<sup>3</sup>

# WALK-AROUND

WA380-8



Photos may include optional equipment.

## NET HORSEPOWER

191 HP @ 2100 rpm  
143 kW @ 2100 rpm

## OPERATING WEIGHT

40,532 – 41,932 lb  
18385 – 19020 kg

## BUCKET CAPACITY

3.5 – 4.3 yd<sup>3</sup>  
2.7 – 3.3 m<sup>3</sup>



## PERFORMANCE, DURABILITY AND FUEL ECONOMY

### Large capacity torque converter with lock-up:

- Quick acceleration
- Lock-up in 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> gear

**Komatsu SmartLoader Logic** helps reduce fuel consumption with no decrease in production.

A powerful **Komatsu SAA6D107E-3 engine** provides a net output of 143 kW **191 HP** with up to 6% improved fuel consumption. This engine is EPA Tier 4 emissions certified.

**Variable Geometry Turbocharger (VGT)** is hydraulically actuated to provide optimum air flow under all speed and load conditions.

**Komatsu Diesel Particulate Filter (KDPF) and Selective Catalytic Reduction (SCR) systems** reduce particulate matter and NOx while providing automatic regeneration that does not interfere with daily operation.

### Fluid neutral or better

Combined fuel and DEF consumption is less than the WA380-7 fuel consumption.

### Hydraulically driven cooling fan

Auto-reversing fan is programmable and swings out for easy access to the wider core coolers.

**Remote boom and bucket positioners** allow the operator to set upper and lower boom kick-outs, as well as the bucket level from inside the cab.

**Variable displacement piston pumps with Closed-center Load Sensing System (CLSS)** provide quick hydraulic response and smooth operation to maximize productivity.

### Rearview monitoring system (standard)

### Enhanced working environment:

- High capacity air suspension seat, heated
- Seat mounted Electronic Pilot Controls (EPC) controls with F-N-R switch
- (2) 12V power outlets

**New-style plastic front fenders** add durability.



**Rear full fenders (standard)** are made of durable plastic and swing open for easy access to maintenance points.

### 7" LCD color monitor panel

Easy-to-read monitor with "ecology guidance" enables fuel efficient operation. Monitor panel onboard diagnostics remove the need for laptops during service.

**Komatsu auto idle shutdown** helps reduce idle time and operating costs.

### Engine air filter

Externally mounted on the rear LH fender for easier access and maintenance.

The **KOMTRAX®** telematics system is standard on Komatsu equipment with no subscription fees throughout the life of the machine. Using wireless technology, **KOMTRAX®** transmits valuable information such as location, utilization, and maintenance records to a PC or smartphone app. Custom machine reports are provided for identifying machine efficiency and operating trends. **KOMTRAX®** also provides advanced machine troubleshooting capabilities by continuously monitoring machine health.

**Operator identification system** tracks machine operation for up to 100 operators.

# PERFORMANCE FEATURES

## KOMATSU NEW ENGINE TECHNOLOGIES

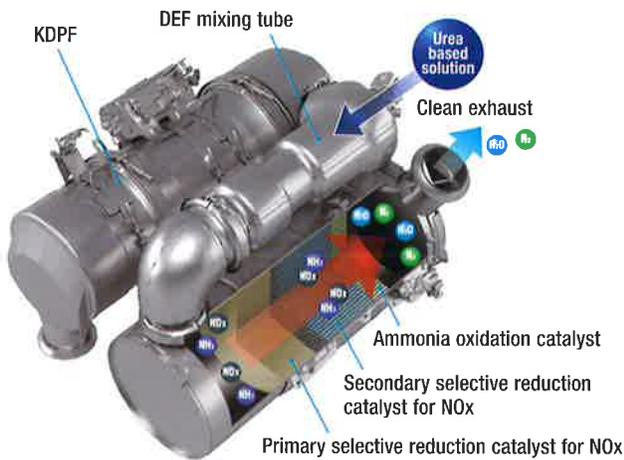
### New Tier 4 Final Engine

The Komatsu SAA6D107E-3 engine is EPA Tier 4 Final emissions certified, reduces fuel consumption, and provides exceptional performance. Based on Komatsu proprietary technologies developed over many years, this new diesel engine reduces nitrogen oxides (NOx) by more than 80% compared to Tier 4 interim levels.

### Technologies Applied to New Engine

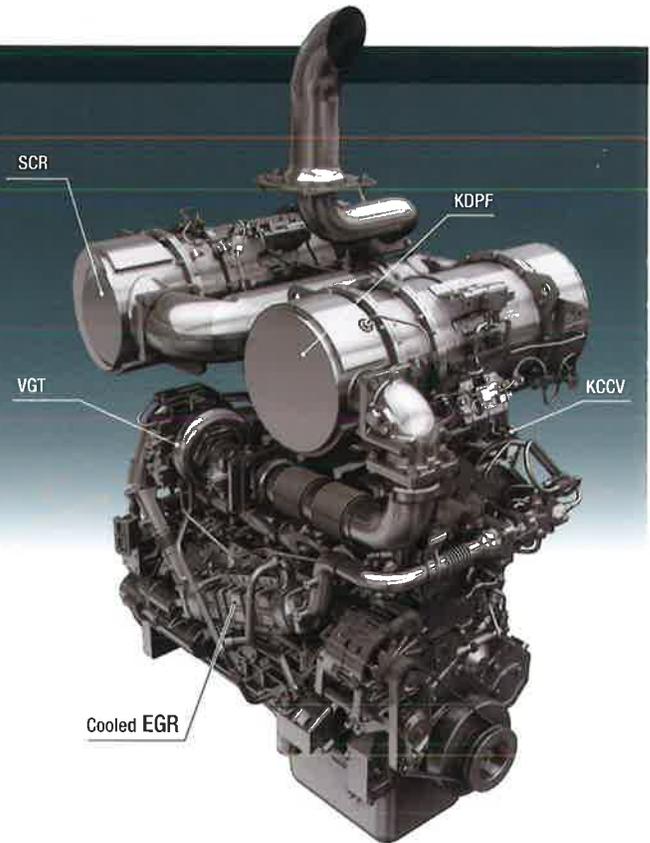
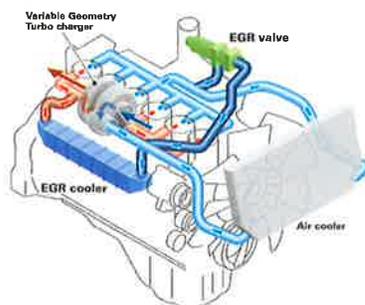
#### Heavy-duty after treatment system

This new system combines a Komatsu Diesel Particulate Filter (KDPF) and Selective Catalytic Reduction (SCR). The SCR NOx reduction system injects the precise amount of Diesel Exhaust Fluid (DEF) to break down NOx into non-toxic water vapor (H<sub>2</sub>O) and nitrogen gas (N<sub>2</sub>).



#### Heavy-duty cooled Exhaust Gas Recirculation (EGR) system

The system recirculates a portion of exhaust gas into the air intake and lowers combustion temperatures, thereby reducing NOx emissions. EGR gas flow is lower for Tier 4 Final with the addition of SCR technology. The system dramatically reduces NOx, while helping cut fuel consumption below Tier 4 Interim levels.

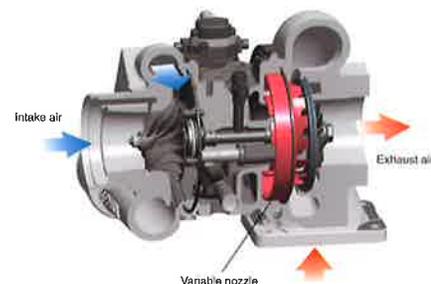


#### Advanced Electronic Control System

An improved electronic control system more effectively manages engine parameters such as airflow rate, EGR gas flow rate, fuel injection parameters, and after treatment function. The control system also provides enhanced diagnostics through the monitor panel. Additionally, managing information via KOMTRAX helps customers track required maintenance.

#### Variable Geometry Turbocharger (VGT) system

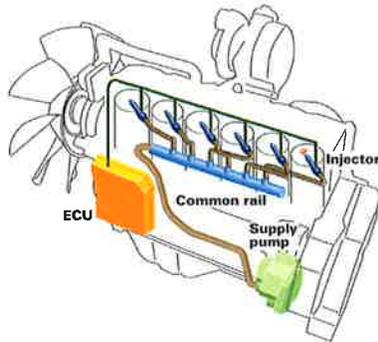
The VGT features proven Komatsu-designed hydraulic technology for robust and accurate control under all speed and load conditions for optimal engine performance. The VGT also provides precise exhaust temperature control for efficient KDPF regeneration.



WA380-8

## Heavy-duty High-Pressure Common Rail (HPCR) fuel injection system

The system is specifically designed to achieve the optimal injection of fuel for near-complete combustion, which helps reduce PM emissions.



## Komatsu SmartLoader Logic

The WA380-8 features Komatsu SmartLoader Logic, which controls engine torque to match machine demands. For example, engine torque needs are higher for digging in V-shape loading, but lower when driving with an empty bucket. This system optimizes the engine torque for all applications to minimize fuel consumption. Komatsu SmartLoader Logic functions automatically and doesn't interfere with operation, saving fuel without decreasing production.

## Large-capacity Torque Converter

The Komatsu-designed power train features a large capacity torque converter for optimum efficiency. The WA380-8 has greater productivity in V-shape loading applications because the increased tractive effort does not require full throttle. The large capacity torque converter allows the loader to up-shift gears faster for improved acceleration and hill climbing ability. The WA380-8 achieves high gear ranges and maintains high travel speed when working in load-and-carry applications. In most applications, production is increased and fuel consumption is reduced, resulting in improved fuel efficiency.

## Enhanced Lock-up

The Komatsu designed torque converter with lock-up is standard on the WA380-8. The lock-up function activates in 2nd, 3rd and 4th gears. The lock-up torque converter is effective for both load and carry applications and V-shape loading in lower gears. Komatsu SmartLoader Logic reduces the clutch engagement shock of lock-up by controlling engine torque. The lock-up torque converter, combined with Komatsu SmartLoader Logic results in low fuel consumption and high travel speeds in load and carry, and even some V-cycle loading applications.

## Dual-mode Engine Power Select System

This wheel loader offers two selectable operating modes – Economy (E) and Power (P).

- E Mode: This mode provides maximum fuel efficiency for general loading.
- P Mode: This mode provides maximum power output for hard-digging operation or hill climbing.



- 1 Dual mode engine power selection switch
- 2 Transmission shift mode selector switch
- 3 Torque converter lock-up switch

## Automatic Transmission with Mode Select System

This operator-controlled system allows the operator to select manual shifting or two levels of automatic shifting (low, and high). Auto L mode is for fuel-saving operation with the gear-shift timing set at lower speeds than Auto H mode.

## CLSS Variable Displacement Piston Pump

The Closed-Center Load Sensing System (CLSS), with variable displacement piston pump, delivers precise hydraulic flow just as the operator demands. This prevents wasted hydraulic flow, which minimizes loss and contributes to better fuel efficiency.

## Komatsu Auto Idle Shutdown

In order to reduce unwanted idle time, Komatsu offers Komatsu auto idle shutdown. This function will shut the engine off and apply the parking brake and hydraulic lock after a preset idle time limit. This time limit can be set by the operator or service technician and may range from three to 60 minutes.



# OPERATOR ENVIRONMENT

WA380-8



## New Operator Seat with Electronic Pilot Control (EPC) Levers

A new standard, heated, air-suspension seat provides enhanced support on rough roads and dampens machine vibrations, providing a more comfortable ride for the operator. An EPC-lever console is built into and moves with the seat. The angle of the armrest is fully adjustable for optimum operator comfort. A secondary F-N-R switch is incorporated in to work equipment lever configurations.



## Tiltable / Telescopic Steering Wheel

The operator can tilt and telescope the steering wheel to allow maximum comfort and control. The two-spoke steering wheel allows maximum visibility of the monitor panel and the forward work environment.



## Low Noise Design

Operator's ear noise level : 72 dB(A)  
Dynamic noise level (outside): 108 dB(A)

The large ROPS/FOPS cab is mounted with Komatsu's unique viscous mounts. The low-noise engine, hydraulically-driven fan, and hydraulic pumps are mounted with rubber cushions, and the cab sealing is improved to provide a quiet, low-vibration, dustproof and comfortable operating environment.



## Mono-lever with Integrated 3rd Spool Control (Optional)

The mono-lever allows the operator to control work equipment and the optional 3rd spool for the thumb increases ease of operation. The 3rd spool valve operates in either continuous or proportional flow modes. The mono-lever also includes a F-N-R switch.



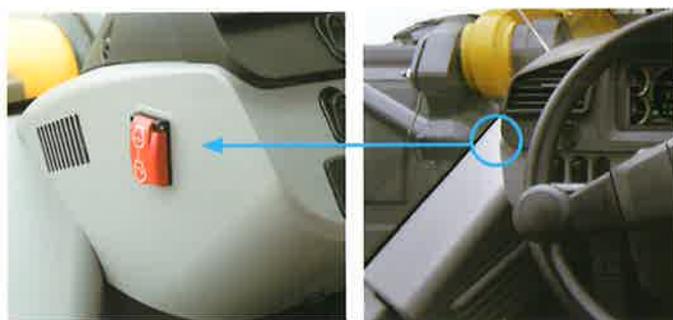
**Rear View Monitoring System (standard)**

The dedicated full-color monitor on the right side of the cab provides the operator with a rear view from the machine. This monitor can be always on or only on when the loader shifts into reverse. Guidelines provide the operator with visual cues for the width of the loader.



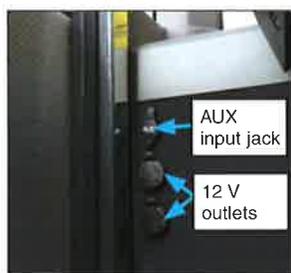
**Engine Shutdown Secondary Switch**

The engine stop switch enables machine shutdown when accessing the key switch is not possible.



**Auxiliary Input (MP3 Jack) 12 V Outlets**

An Aux input for audio devices is standard as well as two 12 volt outlets. These are all located on the front of the right-hand console.



# WORKING ENVIRONMENT

WA380-8



## Easy Entry and Exit

The WA380-8 has an inclined ladder with wide steps and hand holds to ease entry and exit from the cab.

## Remote Bucket & Boom Positioner

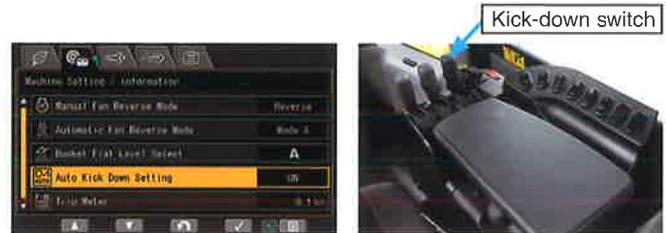
The operator can set the bucket angle and remote boom positioner from the cab. Both upper and lower boom kick-outs are adjustable in the cab with the push of a button. The bucket positioner can store three horizontal settings, allowing the operator to easily change attachments without resetting the bucket level.

Remote positioner switch  
Boom / Bucket



## Automatic Kick-down

The WA380-8 has the ability to automatically downshift to F1, eliminating the need for the operator to manually downshift when entering the pile. This can be activated through the monitor.



## Electronically Controlled Suspension System

The electronically controlled suspension system, or ride control system, uses an accumulator to minimize boom arm shock, giving the operator a much smoother ride. This reduces operator fatigue and material spillage during load and carry operations. The electronically controlled suspension system is speed sensitive, meaning the boom won't move during low speed digging. This feature is standard on the WA380-8.

## Mono Lever With Integrated 3rd Spool Control (option)

The mono lever option has been designed for improved ergonomics and comfort. When equipped with the optional 3rd spool valve, it allows the operator to control the 3rd spool with the thumb. The 3rd spool valve can be operated in either continuous or proportional flow modes. The mono lever also includes a F-N-R switch.

### High Resolution 7-inch Color LCD Monitor

The 7-inch color TFT-LCD monitor can display maintenance information, operational records, ecology-guidance records and other machine data. The switch panel is used to select screens and adjust air conditioner and environmental controls.

#### Machine monitor

- |                           |  |
|---------------------------|--|
| ① LCD unit                | ⑧ Engine coolant temperature gauge       |
| ② LED unit                | ⑨ Hydraulic oil temperature gauge        |
| ③ Engine tachometer       | ⑩ Torque converter oil temperature gauge |
| ④ Speedometer             | ⑪ Fuel gauge                             |
| ⑤ Ecology gauge           | ⑫ Message pilot lamp                     |
| ⑥ Air conditioner display | ⑬ Pilot lamps                            |
| ⑦ Shift indicator         | ⑭ DEF level gauge                        |

#### Switch panel

- ① Air conditioner switches / Numeral key pad    ② Function switches

### Visual user menu

Pressing the menu button on the switch panel accesses the user-menu screen. The menus are grouped by function, with easy-to-understand, intuitive icons for easier machine operation.



Menu switch

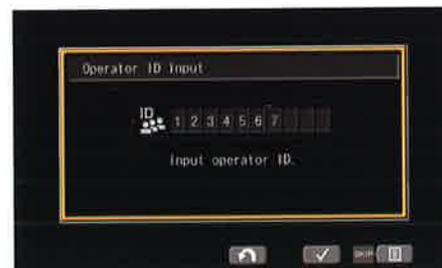


- ① Energy saving guidance
- ② Load-meter setting (optional)
- ③ Machine settings
- ④ Aftertreatment devices regeneration
- ⑤ SCR information
- ⑥ Maintenance
- ⑦ Monitor setting
- ⑧ Mail check



### Operator identification function

An operator identification (ID) code can be set for each operator, and used to manage operation information of individual machines through KOMTRAX. Data sent from KOMTRAX can be used to analyze operation status by operator job, as well as by machine.



### Monitor Panel with troubleshooting function minimizes downtime

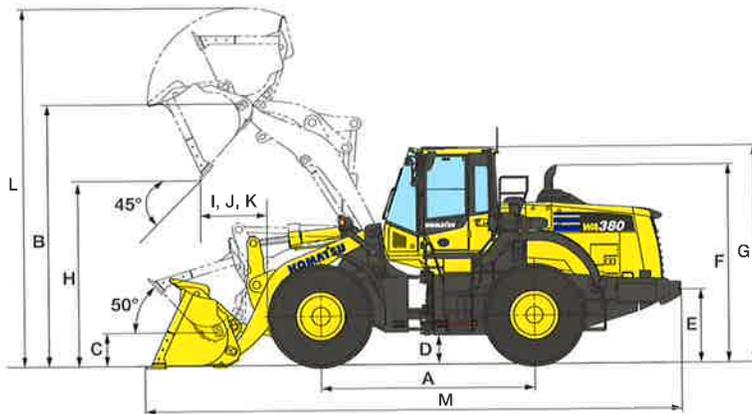
Various meters, gauges and warning functions are centrally arranged on the monitor panel. The monitor simplifies start-up inspection and warns the operator with a lamp and buzzer if any abnormalities occur. Warnings are indicated in four levels, which the operator must acknowledge and clear. Replacement times for oil and filters are also indicated.







## DIMENSIONS



Tread	2160 mm	7'1"
Width over tires	2780 mm	9'1"
A Wheelbase	3300 mm	10'10"
B Hinge pin height, max. height	Standard Boom 4095 mm High Lift Boom 4625 mm	13'5" 15'2"
C Hinge pin height, carry position	Standard Boom 520 mm High Lift Boom 680 mm	1'8" 2'3"
D Ground clearance	455 mm	1'6"
E Hitch height	1150 mm	3'9"
F Overall height, top of the stack	3100 mm	10'2"
G Overall height, ROPS cab	3390 mm	11'1"

Measured with 23.5R25 (L3) tires, ROPS/FOPS cab

	Standard Boom				High Lift Boom
	General Purpose Bucket Pin On	General Purpose Bucket Pin On	Excavating Bucket Pin On	Excavating Bucket Pin On	General Purpose Bucket Pin On
	Bolt-on Cutting Edge	Teeth	Bolt-on Cutting Edge	Teeth	Bolt-on Cutting Edge
Bucket capacity: heaped	3.3 m <sup>3</sup> 4.3 yd <sup>3</sup>	3.1 m <sup>3</sup> 4.0 yd <sup>3</sup>	2.9 m <sup>3</sup> 3.8 yd <sup>3</sup>	2.7 m <sup>3</sup> 3.5 yd <sup>3</sup>	2.9 m <sup>3</sup> 3.8 yd <sup>3</sup>
struck	2.9 m <sup>3</sup> 3.8 yd <sup>3</sup>	2.7 m <sup>3</sup> 3.5 yd <sup>3</sup>	2.4 m <sup>3</sup> 3.1 yd <sup>3</sup>	2.3 m <sup>3</sup> 3.0 yd <sup>3</sup>	2.4 m <sup>3</sup> 3.1 yd <sup>3</sup>
Bucket width	2905 mm 9'6"	2920 mm 9'7"	2905 mm 9'6"	2920 mm 9'7"	2905 mm 9'6"
Bucket weight	1610 kg 3,549 lb	1540 kg 3,395 lb	1720 kg 3,792 lb	1650 kg 3,638 lb	1720 kg 3,792 lb
H Dumping clearance, max. height and 45° dump angle*	2950 mm 9'8"	2815 mm 9'3"	3045 mm 10'0"	2910 mm 9'7"	3575 mm 11'9"
I Reach at max. height and 45° dump angle*	1150 mm 3'9"	1265 mm 4'2"	1045 mm 3'5"	1160 mm 3'10"	1185 mm 3'11"
J Reach at 2130 mm 7' clearance and 45° dump angle*	1735 mm 5'8"	1845 mm 6'1"	1630 mm 5'4"	1745 mm 5'9"	2205 mm 7'3"
K Reach with arm horizontal and bucket level*	2590 mm 8'6"	2768 mm 9'1"	2450 mm 8'1"	2630 mm 8'8"	2940 mm 9'8"
L Operating height (fully raised)	5600 mm 18'4"	5600 mm 18'4"	5450 mm 17'11"	5450 mm 17'11"	5985 mm 19'8"
M Overall length (bucket on ground)	8310 mm 27'3"	8490 mm 27'10"	8170 mm 26'10"	8350 mm 27'5"	8810 mm 28'11"
Loader clearance circle (bucket at carry, outside corner of bucket)	14440 mm 47'5"	14540 mm 47'8"	14370 mm 47'2"	14470 mm 47'6"	14850 mm 48'9"
Digging depth: 0°	60 mm 2"	75 mm 3"	60 mm 2"	75 mm 3"	110 mm 4"
10°	290 mm 11"	335 mm 13"	265 mm 10"	310 mm 12"	320 mm 13"
Static tipping load: straight	15440 kg 34,039 lb	15545 kg 34,271 lb	15335 kg 33,808 lb	15435 kg 34,028 lb	12055 kg 26,577 lb
40° full turn	13440 kg 29,630 lb	13540 kg 29,851 lb	13325 kg 29,377 lb	13430 kg 29,608 lb	10407 kg 22,943 lb
Breakout force	158 kN 16100 kgf 35,494 lbf	170 kN 17300 kgf 38,140 lbf	175 kN 17850 kgf 39,353 lbf	190 kN 19335 kgf 42,626 lbf	183 kN 18661 kgf 41,140 lbf
Operating weight	18455 kg 40,686 lb	18385 kg 40,532 lb	18565 kg 40,929 lb	18495 kg 40,774 lb	19020 kg 41,932 lb

\* At the end of tooth or B.O.C.E. (Bolt on cutting edge)

All dimensions, weights, and performance values based on ISO 7131, ISO 14397-1 and ISO 7546 standards.  
 Static tipping load and operating weight shown include lubricant, coolant, full fuel tank, ROPS cab, and operator.  
 Machine stability and operating weight affected by counterweight, tire size, and other attachments.



## WEIGHT CHANGES

Tires or attachments	Operating weight		Tipping load straight		Tipping load full turn	
	kg	lb	kg	lb	kg	lb
Remove additional counterweight	-325	-716	-840	-1852	-700	-1543



## STANDARD EQUIPMENT

- 2-spool valve for boom and bucket control
- Alternator, 90 A, 24 V
- Auto shift transmission with mode select system
- Automatic hydraulic-driven fan with automatic reverse rotation
- Back-up alarm
- Batteries, 140 Ah/12V (2), 930 CCA
- Battery disconnect
- Boom kick-out, in-cab adjustable
- Bucket positioner, in-cab adjustable, 3 positions
- Color rear view camera and monitor
- Counterweight, standard and additional
- Electronically Controlled Suspension System
- Engine, Komatsu SAA6D107E-3 diesel
- Engine shut-off system, electric
- EPC fingertip controls with F-N-R switch, two levers
- Equipment Management Monitoring System (EMMS)
  - Lights (central warning, brake oil pressure, engine oil pressure, parking brake, cooling fan reverse, KDPF restriction, seat belt caution, Komtrax message)
- Gauges (engine water temperature, ecology, fuel level, hydraulic oil, DEF level temperature, speedometer/tachometer)
- Front fenders
- Fuel pre-filter with water separator
- Horn, electric
- Komatsu SmartLoader Logic
- Komatsu Auto Idle Shutdown
- KOMTRAX® Level 5.0
- Lift cylinders and bucket cylinder
- Lights
  - Back-up light, LED
  - Stop and tail light, LED
  - Turn signal lamps, 2 front and 2 rear with hazard switch
  - Working lights, halogen, 2 front cab mount
  - Working lights, halogen, 2 front fender mount
  - Working lights, halogen, 2 rear grill mount
- Loader linkage with standard lift arm
- Lock-up torque converter
- Parking brake, electric
- Radiator, wider core
- Radiator mask, swing out
- Rear full fenders
- Rear view mirrors, outside (2) inside (2)
- Rims for 23.5-25 tires
- ROPS/FOPS Cab Level 2
  - 2 x DC12V electrical outlets
  - Ashtray
  - Auto air conditioner
  - Cigarette lighter, 24V
  - Color LCD/TFT multi-monitor
  - Cup holder
  - Floor mat
  - Operator seat, reclining, air suspension type, heated
  - Radio, AM/FM with AUX input jack
  - Rear defroster, electric
  - Seatbelt, 2-point retractable, 76mm 3" width
  - Space for lunch box
  - Steering wheel, tilt and telescopic
  - Sun visor, front window
  - Windshield washer and wiper, front with intermittent
  - Windshield washer and wiper, rear
- Service brakes, wet disc type
- Starting motor, 5.5 kW
- Transmission, 4 forward and 4 reverse
- Vandalism protection kit, padlocks for battery box (2)



## OPTIONAL EQUIPMENT

- 3-spool valve with lever and piping
- Auxiliary steering (SAE)
- Cutting edge (bolt-on type)
- Engine pre-cleaner with extension
- High-lift boom
- Limited slip differential (F&R)
- Monolever loader control with transmission F-N-R switch
- Various tire options, radial and bias
- Various bucket options



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# KOMATSU®

*Note: All comparisons and claims of improved performance made herein are made with respect to the prior Komatsu model unless otherwise specifically stated.*

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