

# State of Nebraska - INVITATION TO BID CONTRACT

Date	6/9/21	Page	1 of 3
Solicitation Number	6560 OF		
Opening Date and Time	06/21/21	2:00 pm	
Buyer	CHRISTIE KELLY (AS)		

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

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

X **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 6WD Motor Graders with Attachments to the State of Nebraska as per the attached specifications for a Five (5) 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 6/9/21)

## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	6WD MOTOR GRADERS WITH ATTACHMENTS <i>Caterpillar 140</i>	4.0000	EA	<u>304,420</u>	<u>1,217,680</u>
	OPTIONS:				
2	NO EQUIPMENT SHOP REPAIR MANUAL PER UNIT (DEDUCT)	4.0000	EA	<u>-0-</u>	_____
3	NO ENGINE SHOP REPAIR MANUAL PER UNIT	4.0000	EA	<u>-0-</u>	_____

### BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: 0 % 30 DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid, agrees to the terms and conditions unless otherwise agreed to and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within 120 days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign Tim Rees  
 Here (Authorized Signature Mandatory - Form must be signed manually in ink or by DocuSign)

Enter Contact Information Below

VENDOR# 538181  
 VENDOR: NMC Inc.  
 Address: 11002 Sapp Bros. Drive  
Omaha NE 68138

Contact Tim Rees  
 Telephone 402-679-5819  
 Email timrees@nmccat.com

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## INVITATION

Line	Description (DEDUCT)	Quantity	Unit of Measure	Unit Price	Extended Price
4	NO EQUIPMENT PARTS MANUAL PER UNIT (DEDUCT)	4.0000	EA	<u>- 0-</u>	_____
5	NO ENGINE PARTS MANUAL PER UNIT (DEDUCT)	4.0000	EA	<u>- 0-</u>	_____
6	GRADER/ENGINE PARTS USB FLASH DRIVE	4.0000	EA	<u>- 0-</u>	_____
7	GRADER TYPE TIRES, STEEL BELTED RADIALS OF 17.5R25, MINIMUM 12-PLY RATING ON 14" RIMS. TIRES TO BE PRODUCED AND LABELED BY A MAJOR MANUFACTURER SUCH AS FIRESTONE, BF GOODRICH, GOODYEAR, BRIDGESTONE, MICHELIN BRAND, OR EQUIVALENT (DEDUCT)	4.0000	EA	<u>7030</u>	<u>28,120</u>
8	SECTION VI, SUBSECTION V, NUMBER 3 STATES "ALL TRANSPORTATION COSTS TO AND FROM THE NEAREST AUTHORIZED REPAIR FACILITY, INCLUDING TRAVEL TIME AND MILEAGE, IS THE RESPONSIBILITY OF THE VENDOR AND/OR MANUFACTURER". NDOT WILL THEN TAKE RESPONSIBILITY FOR TRANSPORTATION OF THE UNIT, UNDER THE EXTENDED WARRANTY PERIOD, FROM THE REPAIR FACILITY TO THE UNIT'S END DESTINATION (DEDUCT)	4.0000	EA	<u>7300</u>	<u>29,200</u>
9	RIGHT WING ATTACHMENT (SEE SECTION VI, SUBSECTION Y, NUMBERS 1-5 OF BID)	4.0000	EA	<u>26,500</u>	<u>106,000</u>
10	SCARIFIER ATTACHMENT (SEE SECTION VI, SUBSECTION CC, NUMBERS 1-3 OF BID)	4.0000	EA	<u>4360</u>	<u>17,440</u>
11	V-PLOW ATTACHMENT	4.0000	EA	<u>11,025</u>	<u>44,100</u>

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	(SEE SECTION VI, SUBSECTION DD, NUMBERS 1-4 OF BID)				
12	<b>STRAIGHT DOZER BLADE</b> ATTACHMENT (SEE SECTION VI, SUBSECTION FF, NUMBERS 1-6 OF BID)	4.0000	EA	<u>7545</u>	<u>30,180</u>
13	<b>ANGLE DOZER BLADE</b> ATTACHMENT (SEE SECTION VI, SUBSECTION GG, NUMBERS 1-8 OF BID)	4.0000	EA	<u>19,215</u>	<u>76,860</u>
14	<b>SPARE TIRE WITH RIM.</b> TIRES ARE TO BE MICHELIN SNO-PLUS , 17.5-R25, RADIAL TIRES. ANY OTHER TIRE BID REQUIRES PRE-APPROVAL BY NDOT FLEET MANAGEMENT PRIOR TO THE BID OPENING	4.0000	EA	<u>5500</u>	<u>22,000</u>
15	<b>AUXILIARY HYDRALIC VALVE</b> WITH LINES TO FRONT OF MACHINE (IN ADDITION TO VALVE REQUIRED IN SECTION).	4.0000	EA	<u>3500</u>	<u>14,000</u>
16	<b>FRONT MOUNTED QUICK HITCH</b> <i>Hooks only</i>	4.0000	EA	<u>595</u>	<u>2380</u>
17	<b>TALL LIGHT BARS WITH</b> LIGHTS ON THE FRONT FOR USE WITH SNOW PLOW	4.0000	EA	<u>860</u>	<u>3440</u>
18	<b>FRONT FENDERS</b>	4.0000	EA	<u>2595</u>	<u>10,380</u>
19	<b>REAR FENDERS</b>	4.0000	EA	<u>3165</u>	<u>12,660</u>
20	<b>MINIMUM 60" HIGH BENCHING</b> WING IN LIEU OF RIGHT HAND WING	4.0000	EA	<u>26,500</u>	<u>106,000</u>
21	<b>GRADE CONTROL PACKAGE</b> <i>Cross slope</i>	4.0000	EA	<u>8225</u>	<u>32,900</u>

**SIX WHEEL DRIVE (6WD) MOTOR GRADERS WITH ATTACHMENTS**  
**STATE OF NEBRASKA**  
**NEBRASKA DEPARTMENT OF TRANSPORTATION**  
**TERMS AND CONDITIONS & TECHNICAL SPECIFICATIONS**  
**ITB #: 6560 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 6560 OF for the purpose of selecting a qualified Bidder to provide **6WD Motor Graders with Attachments**. A more detailed description can be found in Section VI. 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.

The term of the contract will be Five (5) years commencing upon execution of the contract by the State and the Vendor (Parties). The Contract includes the option to renew for Four (4) additional One (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

**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 Vendor's bid 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 bids or responses received regarding this solicitation will be posted to the SPB public website.

These postings will include the entire bid. Bidder(s) must request that proprietary information be excluded from the posting. The bidder 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, must be manually signed in an indelible manner, or by DocuSign, with the words "**PROPRIETARY INFORMATION**", or if submitting the bid electronically, as a separate electronic file that is titled "**PROPRIETARY INFORMATION**". The bidder 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 BIDDER MAY NOT ASSERT THAT THE ENTIRE BID IS PROPRIETARY. BIDS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to **Neb. Rev. Stat. § 84-712.05**, the State will consider all information a public record subject to disclosure. If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder'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, or bid for this solicitation for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract or who submits a bid for this solicitation, specifically waives any copyright or other protection the contract or bid for 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 bid for this solicitation, and award of a contract. Failure to agree to the reservation and waiver will result in the bid being found nonresponsive and rejected.

Any entity awarded a contract or submitting a bid for 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 bids for the solicitation, awards, and other documents.

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**GLOSSARY OF TERMS**

**Acceptance Test Procedure:** Benchmarks and other performance criteria, developed by the State or other sources of testing standards, for measuring the effectiveness of products or goods and the means used for testing such performance

**Addendum:** Something to be added or deleted to an existing document; a supplement

**After Receipt of Order:** After Receipt of Order

**Agency:** Using agencies shall mean and include all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations

**Agent/Representative:** A person authorized to act on behalf of another

**Amend:** To alter or change by adding, subtracting, or substituting

**Amendment:** A written correction or alteration to a document

**Appropriation:** Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use

**Automated Clearing House:** Electronic network for financial transactions in the United States

**Award:** All purchases, leases, or contracts which are based on competitive bids will be awarded according to the provisions in the solicitation

**Best and Final Offer:** In a competitive bid, the final offer submitted which contains the Vendor's most favorable terms for price

**Bid:** An offer, bid, or quote submitted by a contractor/vendor in a response to a written solicitation

**Bidder:** A Vendor who submits a bid in response to a written solicitation

**Breach:** Violation of a contractual obligation by failing to perform or repudiation of one's own promise.

**Business:** Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity

**Business Day:** Any weekday, except State-recognized holidays

**Calendar Day:** Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays

**Cancellation:** To call off or revoke a bid, purchase order or contract without expectation of conducting or performing at a later time

**Central Processing Unit:** Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software

**Change Order:** Document that provides amendments to an executed purchase order

**Collusion:** An agreement or cooperation between two (2) or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose

**Commodities:** Any equipment, material, supply, or goods; anything movable or tangible that is provided or sold

**Commodities Description:** Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results

**Competition:** The effort or action of two (2) or more commercial interests to obtain the same business from third parties



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**Confidential Information:** Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive

**Contract:** An agreement between two (2) or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement

**Contract Administration:** The management of the contract which includes and is not limited to contract signing, contract amendments and any necessary legal actions

**Contract Management:** The management of day to day activities at the Agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings, and making payments to the Vendor

**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 (2) 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

**Core List:** Items specifically listed on the solicitation upon which a bid is evaluated for award

**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 Vendor

**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 Vendor'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 bid(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 Destination:** The delivery charges are included in the quoted price and prepaid by the Vendor. The Vendor is responsible for all claims associated with damages during delivery of product

**Free on-Board Point of Origin:** The delivery charges are not included in the quoted price and are the responsibility of the Agency. The 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

**Grievance:** A complaint about a governmental action or decision related to the solicitation or resultant contract, brought by a Vendor who has timely submitted a bid in connection with the award in question, to DAS or another designated Agency with the intention of achieving a remedial result

**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

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**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 Bid:** A bid that does not meet the requirements of the solicitation or cannot be evaluated against the other bids.

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

**Late Bid:** 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 Vendor 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

**Module: (see System)** A collection of routines and data structures that perform a specific function of software

**Must:** See "Mandatory"

**National Institute for 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 DAS, SPB

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

**Operating System:** The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources

**Outsourcing:** The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back

**Payroll & Financial Center:** Electronic procurement system of record

**Platform:** A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination

**Point of Contact:** The person designated to receive communications and to communicate

**Product:** Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption

**Program Error:** Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error

**Program Set:** The group of programs and products, including the Licensed Software specified in the solicitation, plus any additional programs and products licensed by the State under the contract for use by the State

**Project:** The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and goods to be provided under the contract

**Proposal:** An offer, bid, or quote submitted by a contractor/vendor in a response to a written solicitation

**Proprietary Information:** Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and service no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information

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**Protest:** A complaint about a governmental action or decision related to the solicitation or resultant contract, brought by a Vendor who has timely submitted a bid in connection with the award in question, to DAS or another designated Agency with the intention of achieving a remedial result

**Public Bid Opening:** The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend

**Quote:** See Proposal/Bid

**Recommended Hardware Configuration:** The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Vendor.

**Release Date:** The date of public release of the written solicitation to seek offers

**Renewal Period:** Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension

**Request for Information:** A general invitation to request information for a potential future solicitation from the Contractor. The RFI is typically used as a research and information gathering tool for preparation of a solicitation

**Responsible Vendor:** A Vendor who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance

**Responsive Vendor:** A Vendor who has submitted a bid which conforms to all requirements of the solicitation document

**Shall:** See "Mandatory"

**Should:** Expected; suggested, but not necessarily mandatory

**Software License:** Legal instrument with or without printed material that governs the use or redistribution of licensed software

**Sole Source – Commodity:** When an item is available from only one source due to the unique nature of the requirement, its Vendor, or market conditions

**Sole Source – Service:** A service of such a unique nature that the contractor selected is clearly and justifiably the only practical source to provide the service. Determination that the contractor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required

**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 Vendor 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))

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**Trademark:** A word, phrase, logo, or other graphic symbol used by a manufacturer or Vendor 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 SPB 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

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**ACRONYM LIST**

**6WD:** Six Wheel Drive

**AASHTO:** American Association of State Highway and Transportation Officials

**ACH:** Automated Clearing House

**AC:** Alternating Current

**ARO:** After Receipt of Order

**BAFO:** Best and Final Offer

**COI:** Certificate of Insurance

**CPU:** Central Processing Unit

**DAS:** Department of Administrative Services

**DEF:** Diesel Exhaust Fluid

**FOB:** Free on Board

**HP:** Horsepower

**ITB:** Invitation to Bid

**LBS:** Pounds

**LED:** Light Emitting Diode

**NIGP:** National Institute for Governmental Purchasing

**OEM:** Original Equipment Manufacturer

**PA:** Participating Addendum

**PFC:** Payroll & Financial Center

**POC:** Point of Contact

**RFI:** Request for Information

**RPM:** Revolutions Per Minute

**SPB:** State Purchasing Bureau

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**I. PROCUREMENT PROCEDURE**

**A. GENERAL INFORMATION**

The solicitation is designed to solicit bids from qualified Bidders who will be responsible for providing **6WD Motor Graders with Attachments** at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, Bid instructions, and Cost Bid Requirements may be found in Sections II through VI.

Bids shall conform to all instructions, conditions, and requirements included in the solicitation. Prospective Bidders are expected to carefully examine all documents, schedules, and requirements in this solicitation, and respond to each requirement in the format prescribed. Bids 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  
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 Bidder is limited to the POC listed above. After the Intent to Award is issued, the Bidder 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. Bidders 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 Bidders bid, 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 ITB:	June 9, 2021
2	Last Day to Submit Written Questions: <b>Upload electronic <u>Question</u> submissions for 6560 OF via ShareFile to:</b> <a href="https://nebraska.sharefile.com/r-r15ead746a01c4c1297c897df26533d06">https://nebraska.sharefile.com/r-r15ead746a01c4c1297c897df26533d06</a>	June 14, 2021
3	State Responds to Written Questions through an Addendum to be posted to the internet at: <a href="https://das.nebraska.gov/materiel/bidopps.html">https://das.nebraska.gov/materiel/bidopps.html</a>	June 16, 2021

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ACTIVITY	DATE/TIME
<p>4 <b>Electronic Bid Opening via Zoom Meeting:</b> Electronically submitted bids are being accepted due to the challenges of COVID-19.</p> <p><b>Upload electronic <u>Bid</u> submissions for 6560 OF via ShareFile to:</b></p> <p><a href="https://nebraska.sharefile.com/r-r722c534d434243d1be890f9567b3cd7c">https://nebraska.sharefile.com/r-r722c534d434243d1be890f9567b3cd7c</a></p> <p><b>IT IS THE BIDDERS' RESPONSIBILITY TO ENSURE ALL BIDS SHALL BE SUBMITTED AND RECEIVED BY THE DATE AND TIME INDICATED IN THE SCHEDULE OF EVENTS FOR EACH BID SUBMITTED.</b></p> <p><b>Zoom Meeting Information:</b></p> <p><a href="https://us02web.zoom.us/j/7318536781?pwd=cHRFNDJzRzBwSitiVDZSQytEa2Zwdz09">https://us02web.zoom.us/j/7318536781?pwd=cHRFNDJzRzBwSitiVDZSQytEa2Zwdz09</a></p> <p><b>Meeting ID: 731 853 6781</b> <b>Passcode: 4Gkv2t</b></p>	<p>June 21, 2021 2:00 p.m. Central Time</p>

**D. WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any ITB provision should be submitted electronically to SPB via ShareFile and clearly titled "ITB Number 6560 OF 6WD Motor Graders with Attachments Questions". The POC is not obligated to respond to questions are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the Bidder's bid is, or might be, developed. Bids will be evaluated without consideration of any known or unknown assumptions of a Bidder. The contract will not incorporate any known or unknown assumptions of a Bidder.

**Bidders are to be sure to upload their Questions to the ShareFile link listed below:**

<https://nebraska.sharefile.com/r-r15ead746a01c4c1297c897df26533d06>

It is recommended the Bidder submit questions using the following format:

ITB Section Reference	ITB Page Number	Question

Answers will be provided through an Addendum to be posted on the internet at <https://das.nebraska.gov/materiel/bidopps.html#> as shown in the "Schedule of Events".

**E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)**

All Bidders must be authorized to transact business in the State and comply with all Nebraska Secretary of State Registration requirements. The Bidder who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and correct copy of its current (within ninety calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and the United States Citizenship Attestation Form available on the DAS website at:

<https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>. This must be accomplished prior to execution of the contract.

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**F. ETHICS IN PUBLIC CONTRACTING**

The State reserves the right to reject bids, withdraw an intent to award or award, or terminate a contract if a Bidder commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process.
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process.
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity:
4. Submitting a bid on behalf of another party or entity.
5. Collude with any person or entity to influence the bidding process, submit sham bids, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the bid, or prejudice the State.

The Contractor shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Contractor shall have an affirmative duty to report any violations of this clause by the Vendor throughout the bidding process, and throughout the term of this contract for the successful Bidder and their subcontractors.

**G. DEVIATIONS FROM THE ITB**

The requirements contained in the solicitation (Sections II through VI) become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II through VI must be clearly defined by the Bidder in its bid and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the solicitation, solicitation requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this solicitation, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this solicitation. The State discourages deviations and reserves the right to reject proposed deviations.

**H. SUBMISSION OF BIDS**

The State is accepting electronically submitted bids for **6WD Motor Graders with Attachments**.

It is the Bidders' responsibility to ensure their bid(s) have been submitted and received by the date and time indicated in the "Schedule of Events" for **6WD Motor Graders with Attachments**.

**\*\*\*LATE BIDS ARE UNACCEPTABLE\*\*\***

The State shall not incur any liability for any costs incurred by the Bidder in replying to the **6WD Motor Graders with Attachments** bid, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this ITB.

The ITB document must be manually signed in an indelible manner, or by DocuSign, and returned by the Bid Opening date and time, along with any other required documents as stated in the **6WD Motor Graders with Attachments** bid, in order for the bidder's ITB to be evaluated.

It is the responsibility of the bidder to check the website for all information relevant to the **6WD Motor Graders with Attachments** bid to include Addenda and/or Amendments issued prior to the Opening Date.

The Website address is as follows: <https://das.nebraska.gov/materiel/bidopps.html>

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

By signing the ITB, the Bidder guarantees compliance with the provisions stated in the **6WD Motor Graders with Attachments** Bid(s).



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1. **ELECTRONICALLY UPLOADING BID(S) TO SHAREFILE**
  - a. Bidders should upload bid(s) via ShareFile Link to:  
  
<https://nebraska.sharefile.com/r-r722c534d434243d1be890f9567b3cd7c>
  - b. **Bidders are to be sure to upload their Bid(s) to the correct ShareFile link listed in the bid.**
  - c. Not all browsers are compatible with ShareFile. Currently Chrome, Internet Explorer and Firefox are compatible, but Microsoft Edge is not.
  - d. **After the bidder clicks the bid submission link, the bidder will be prompted to enter contact information including an e-mail address so that the bidder will receive a confirmation email confirming the successful upload directly from ShareFile.**
2. **OTHER BID DOCUMENTS TO UPLOAD TO SHAREFILE**
  - a. Any Proprietary information (if applicable) should be uploaded as separate and distinct files and titled: "6560 OF <<NAME OF BIDDER>> PROPRIETARY".
  - b. If it is the bidder's intent to submit multiple bids, the bidder must clearly identify each submission separately (see "Electronic ITB File Names" below).
  - c. It is the Bidder's responsibility to submit the Electronic Bid(s) and be received by the date and time of the Bid Opening indicated in the Schedule of Events.
  - d. Hardware, software, internet, user, or electronic issues will not excuse a late bid.
3. **ELECTRONIC ITB FILE NAMES**
  - a. The Bidder should clearly identify the uploaded ITB files by using the naming conventions below.
  - b. **Do not submit bid/bid documents more than 30 days prior to the Bid Opening. Once the bid/bid documents are uploaded they are only available for 30 days.**
  - c. **DO NOT ADD any language to the naming conventions below**. Long titles can make the files difficult to work with. Consistency is key.
  - d. If the bidder submits the bid/bid documents as one (1) complete packet (preferred method), please use the following naming convention:
    - "6560 OF <<NAME OF BIDDER>>"
  - e. If the bidder submits the bid/bid documents as separate files, please use the following naming convention(s):
    - "6560 OF <<NAME OF BIDDER>> Bid"
    - "6560 OF <<NAME OF BIDDER>> File 1"
    - "6560 OF <<NAME OF BIDDER>> File 2"
    - "6560 OF <<NAME OF BIDDER>> File 3" etc.
  - f. If multiple bids are submitted for the same ITB Number follow the same naming convention as letter "e", for example:
    - "6560 OF <<NAME OF BIDDER>> Bid 2"
    - "6560 OF <<NAME OF BIDDER>> Bid 2 File 1"
    - "6560 OF <<NAME OF BIDDER>> Bid 2 File 2" etc.

**I. BID PREPARATION COSTS**

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

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**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 Bidder's bid;
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 Bidder 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. BID CORRECTIONS**

A Bidder may correct a mistake in a bid prior to the time of opening by giving written notice to the State of intent to withdraw the bid for modification or to withdraw the bid completely. Changing a bid 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 BIDS**

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

**M. BID 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 bid for goods, the buyer may read the bids aloud or allow bids to be available for viewing by the public during the bid opening. Once the bid opening has concluded, the bids will not be available for viewing until the Intent to Award has been posted. An initial bid tabulation will be posted to the website as soon as feasible. Information identified as proprietary by the submitting Bidder, 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 Bidder will be notified of the release and it shall be the obligation of the submitting Bidder to take further action if it believes the information should not be released.

**N. ITB REQUIREMENTS**

The bids will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Bids 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 bid.
3. Completed Sections II through VI.
4. Completed ITB Form or State's Bid Sheet.

**O. EVALUATION OF BIDS**

1. Bid

**Neb. Rev. Stat. § 81-161 allows the quality of performance of previous contracts to be considered when evaluating bids to competitively bid solicitations in determining the lowest responsible bidder.** Information obtained from any Vendor Performance Report (See Terms & Conditions) may be used in evaluating bids to solicitations for goods and services to determine the best value for the State.

**Neb. Rev. Stat. § 73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone.** When a state contract is to be awarded to the lowest responsible Bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident Bidder, if all other factors are equal.

**Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating**

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letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a bid in accordance with Neb. Rev. Stat. § 73-107 and has so indicated on the ITB cover page under "Bidder must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the Vendor within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service;
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the Bidder from consideration of the preference.

**P. BEST AND FINAL OFFER**

If BAFOs are requested by the State and submitted by the Bidder, they will be evaluated using the stated BAFO criteria, and ranked by the Evaluation Committee. The State reserves the right to conduct more than one (1) BAFO. The award will then be granted to the lowest responsible Bidder. However, a Bidder should provide its best offer in its original bid. Bidders should not expect that the State will request a BAFO.

**Q. REFERENCE AND CREDIT CHECKS**

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a bid to this solicitation, the Bidder grants to the State the right to contact or arrange a visit in person with any or all of the Bidder's clients. Reference and credit checks may be grounds to reject a bid, withdraw an intent to award, or rescind the award of a contract.

**R. AWARD**

The State reserves the right to evaluate bids and award contracts in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the bids, or at any point in the solicitation process, the State of Nebraska may take one or more of the following actions:

1. Amend the solicitation;
2. Extend the time of or establish a new bid opening time;
3. Waive deviations or errors in the State's solicitation process and in Bidder's bids that are not material, do not compromise the solicitation process or a Bidder's bid, and do not improve a Bidder's competitive position;
4. Accept or reject a portion of or all of a bid;
5. Accept or reject all bids;
6. Withdraw the solicitation;
7. Elect to rebid the solicitation;
8. Award single lines or multiple lines to one (1) or more Bidders; or,
9. Award one (1) or more all-inclusive contracts.

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The State of Nebraska may consider, but is not limited to considering, one or more of the following award criteria:

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

The solicitation does not commit the State to award a contract. Once an 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 Vendor 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:

<https://das.nebraska.gov/materiel/docs/pdf/Materiel-ProtestGrievanceProcedureForVendors10-22-15.pdf>

**S. 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 Vendor may offer any brands which meets or exceeds the specification. When a specific product is required, the solicitation will so state. Any item bid 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.

**T. ALTERNATE/EQUIVALENT BIDS**

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

**U. LUMP SUM OR "ALL OR NONE" BIDS**

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

**V. EMAIL SUBMISSIONS**

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

**W. BID TABULATIONS**

Bid tabulations are available on the website at: <https://das.nebraska.gov/materiel/bidopps.html>.

**X. REJECTION OF BIDS**

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

**Y. 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.

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**II. TERMS AND CONDITIONS**

Bidders should complete Section II through VI as part of their bid. Bidder is expected to read the Terms and Conditions and must initial either accept, reject, or reject and provide alternative language for each clause. The Bidder should also provide an explanation of why the Bidder rejected a clause or rejected a clause and provided alternate language using "Track Changes".

Upon request an electronic copy of the bid with "Track Changes" must be submitted in an editable Word format. By signing the solicitation, Bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the bid. The State reserves the right to negotiate rejected or proposed alternative language. If the State and Bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the bid. The State is soliciting bids in response to the solicitation. The State reserves the right to reject bids that attempt to substitute the Bidder's commercial contracts and/or documents for this solicitation.

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

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

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

**A. GENERAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Bid (Initial)	NOTES/COMMENTS:
NMC			

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

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

These documents constitute the entirety of the contract.

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

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

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**B. NOTIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Bid (Initial)	NOTES/COMMENTS:
NMC			

The Vendor and State shall identify the contract manager who shall serve as the POC for the executed contract.

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 (POC)**

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 Vendor 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 within Bid (Initial)	NOTES/COMMENTS:
NMC			

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

**\*\*\*The Vendor will not substitute any item that has been awarded without prior written approval of SPB\*\*\***

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**G. VENDOR PERFORMANCE REPORT(S)**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Bid (Initial)	NOTES/COMMENTS:
NMC			

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

**H. NOTICE OF POTENTIAL VENDOR BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Bid (Initial)	NOTES/COMMENTS:
NMC			

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

**I. BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Bid (Initial)	NOTES/COMMENTS:
NMC			

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

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

The State's failure to make payment shall not be a breach, and the Vendor shall retain all available statutory remedies. (See Indemnity - Self-Insurance and Payment)

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**J. NON-WAIVER OF BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Bid (Initial)	NOTES/COMMENTS:
NMC			

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 within Bid (Initial)	NOTES/COMMENTS:
NMC			

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 within Bid (Initial)	NOTES/COMMENTS:
NMC			

**1. GENERAL**

The Vendor 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 Vendor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Vendor 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, Vendor 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.



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**M. ATTORNEY'S FEES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Bid (Initial)	NOTES/COMMENTS:
NMC			

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.

**N. ASSIGNMENT, SALE, OR MERGER**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Bid (Initial)	NOTES/COMMENTS:
NMC			

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

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

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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Bid (Initial)	NOTES/COMMENTS:
NMC			

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

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

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**P. FORCE MAJEURE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Bid (Initial)	NOTES/COMMENTS:
NMC			

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

**Q. CONFIDENTIALITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Bid (Initial)	NOTES/COMMENTS:
NMC			

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

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

**R. EARLY TERMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Bid (Initial)	NOTES/COMMENTS:
NMC			

The contract may be terminated as follows:

1. The State and the Vendor, 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 calendar day's written notice to the Vendor. Such termination shall not relieve the Vendor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Vendor 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;

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- b.** Vendor 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 Vendor or of any substantial part of the Vendor'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 Vendor, its employees, officers, directors, or shareholders;
- e.** an involuntary proceeding has been commenced by any party against the Vendor 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 calendar days; or (ii) the Vendor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Vendor has been decreed or adjudged a debtor;
- f.** a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code;
- g.** Vendor intentionally discloses confidential information;
- h.** Vendor has or announces it will discontinue support of the deliverable; and,
- i.** In the event funding is no longer available.

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**III. CONTRACTOR DUTIES**

**A. 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 Vendor is an individual or sole proprietorship, the following applies:

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

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

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

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

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

**C. COOPERATION WITH OTHER CONTRACTORS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Bid (Initial)	NOTES/COMMENTS:
NMC			

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

**D. DISCOUNTS**

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

**E. PRICES**

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the Vendor, F.O.B. destination as named in the solicitation. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

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All prices, costs, and terms and conditions submitted in the bid shall remain fixed and valid commencing on the opening date of the bid, through the first 180 days of the awarded contract or the solicitation is cancelled. The request for a price increase must be submitted in writing to SPB a minimum of 30 days prior to the requested increase start date. Documentation may be required by the State to support the price increase.

**The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.**

**The State will be given full proportionate benefit of any decreases for the term of the contract.**

**F. COST CLARIFICATION**

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

**G. PERMITS, REGULATIONS, LAWS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Bid (Initial)	NOTES/COMMENTS:
NMC			

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 Vendor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the performance of the contract. The Vendor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

**H. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Bid (Initial)	NOTES/COMMENTS:
NMC			

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Vendor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Vendor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

**I. NOTICE OF POTENTIAL VENDOR BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Bid (Initial)	NOTES/COMMENTS:
NMC			

If Vendor breaches the contract or anticipates breaching the contract the Vendor 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.

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**J. ANTITRUST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Bid (Initial)	NOTES/COMMENTS:
NMC			

The Vendor 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 within Bid (Initial)	NOTES/COMMENTS:
NMC			

By submitting a bid, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Bid 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 bid a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

**L. ADVERTISING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Bid (Initial)	NOTES/COMMENTS:
NMC			

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

**M. DISASTER RECOVERY/BACK UP PLAN**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Bid (Initial)	NOTES/COMMENTS:
NMC			Please note for clarification that due to security implications, NMC does not provide a copy of its plan but can provide a summary.

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

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**N. DRUG POLICY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Bid (Initial)	NOTES/COMMENTS:
NMC			

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

**O. WARRANTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Bid (Initial)	NOTES/COMMENTS:
NMC			

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

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**IV. PAYMENT**

**A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)**

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

**B. TAXES (Statutory)**

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Vendor 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 Vendor's equipment which may be installed in a state-owned facility is the responsibility of the Vendor.

**C. INVOICES**

Invoices for payments must be submitted by the Vendor to the Agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Vendor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

**D. INSPECTION AND APPROVAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Bid (Initial)	NOTES/COMMENTS:
NMC			

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 year 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 Vendor written notice 30 calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Vendor 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 Vendor be paid for a loss of anticipated profit.



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**H. RIGHT TO AUDIT (First Paragraph is Statutory)**

The State shall have the right to audit the Vendor's performance of this contract upon a 30-day written notice. Vendor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit and the Vendor shall maintain the information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Vendor shall make the Information available to the State at Vendor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Vendor so elects, the Vendor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. In no circumstances will Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Vendor.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Bid (Initial)	NOTES/COMMENTS:
NMC			

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

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**V. SCOPE OF WORK**

**A. SCOPE**

It is the intent of this bid to establish a contract to supply **6WD Motor Graders with Attachments** per the attached specifications. The term of the contract will be Five (5) years commencing upon execution of the contract by the State and the Vendor (Parties). The Contract includes the option to renew for Four (4) additional One (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

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**VI. TECHNICAL SPECIFICATIONS**

**A. VENDOR INSTRUCTIONS**

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

"YES" bid means the Vendor guarantees they can meet this condition.

"NO" bid means the Vendor cannot meet this condition and will not be considered.

"NO & PROVIDE ALTERNATIVE" bids should be used only with a narrative bid in the NOTES/COMMENTS section explaining in detail any deviation from the Vendor's ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State shall determine at its sole discretion whether or not the Vendor's alternative is an acceptable alternative.

**B. NON-COMPLIANCE STATEMENT**

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

**C. ENGINE**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Diesel engine of variable horsepower design with minimum of 9.0-liter displacement.
X			2. Minimum of 200 net HP in First gear and minimum of 250 net HP in Top gear at a governed speed maximum 2500 RPM. Engine performance requirement to be in accordance with SAE J 1349 standard conditions.
X			3. Engine to be Tier IV final.
X			4. Peak engine torque to be minimum 920 lbs.

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X			5. Full flow oil filter(s)
X			6. Vertical exhaust stack with counter-balanced rain cap or elbowed exhaust.
X			7. Engine cowling side panels will be required.
X			8. Muffler required.
X			9. A subzero starting device.
X			10. KBI Dieselmatic with cartridge or Equivalent with warm engine cutoff required if glow plugs are not furnished.
	X		11. Glow Plugs.
X			12. For liquid cooled engines: A 120-volt AC coolant heater for block with sturdily mounted male receptacle with cover that is located outside engine compartment is required.
X			13. Heavy duty radiator that is protected by an ethylene glycol base antifreeze to a minimum temperature of -34 degrees Fahrenheit required.
X			14. All of the above to be as recommended by the engine manufacturer.
X			15. Hydraulically driven, variable speed fan, with standard reversing.
X			16. Environmental remote drain hoses for engine, transmission, hydraulic, differential, and cooling system. Drains shall be placed in such location that drain pans can be placed directly beneath liquid stream.
<b>NOTES/COMMENTS:</b>			

**D. GAUGES**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Engine temperature.
X			2. Engine oil pressure.
X			3. Ammeter, voltmeter, or Equivalent monitoring system with visual and audible warning.
X			4. Fuel gauge required.
X			5. Transmission oil temperature gauge or indicator.
X			6. Hour meter indicating the hours the engine operated; located with other gauges.
X			7. Articulation indicator required.
X			8. Tachometer.

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<input checked="" type="checkbox"/>			9. All of the above shall be located in cab.
NOTES/COMMENTS:			

**E. TRANSMISSION**

YES	NO	NO & PROVIDE ALTERNATIVE	
<input checked="" type="checkbox"/>			1. Unit to be All Wheel drive with Auto shift Transmission
<input checked="" type="checkbox"/>			2. Power shift transmission with a minimum 8 speeds forward and 6 speeds in reverse.
<input checked="" type="checkbox"/>			3. Minimum road speed will be 27 MPH.
NOTES/COMMENTS:			

**F. FRAME**

YES	NO	NO & PROVIDE ALTERNATIVE	
<input checked="" type="checkbox"/>			1. The motor grader shall be an articulated frame.
<input checked="" type="checkbox"/>			2. Rear engine mounted type.
<input checked="" type="checkbox"/>			3. Rear hitch or drawbar attached to frame system required.
<input checked="" type="checkbox"/>			4. Full bottom and side guards Including Transmission guard for rear vehicle protection.
NOTES/COMMENTS:			

**G. WEIGHT**

YES	NO	NO & PROVIDE ALTERNATIVE	
<input checked="" type="checkbox"/>			1. Data sheet Stating base operating weight of unit with 14-foot moldboard and 14/00-R24 Michelin Sno-Plus tires (minimum of 38,300 lbs.). Base weight is to be without scarifier, ripper or other attached options.
NOTES/COMMENTS:			

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**H. CAB**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. To be of sound-suppressed steel construction.
X			2. Low Profile (sit down) cab.
X			3. Built-in ROPS and Three-inch seat belt.
X			4. Weather tight and have floor mats.
X			5. All windshields, door, and other glass to be safety type and tinted.
X			6. Windows must permit a full view of the moldboard and the road in front, rear and each side of the machine.
X			7. Front electric windshield wiper and washer. Wiper to be intermittent with switch.
X			8. Rear window wiper and washer. Wiper to be intermittent with switch if.
X			9. Lower front window wiper and washer. Wiper to be intermittent with switch.
X			10. Door locks.
X			11. Minimum 30,000 BTU heater-defroster.
X			12. Air Conditioning.
X			13. AM/FM Radio.
X			14. Seats: Deluxe Style
X			15. adjustable.
X			16. cloth.
X			17. air suspension.
X			18. high back with head restraint.
X			19. Accelerator/decelerator pedal and hand throttle required.
X			20. Footsteps and handholds to the cab will be required.
X			21. Heated Rearview mirrors shall be provided and mounted both inside and outside of the cab.
X			22. Antler rack style machine controls preferred, but joystick will be considered.
X			23. Hydraulic control valves will be located outside of cab.
X			24. Rear camera with dedicated in cab monitor.
<b>NOTES/COMMENTS:</b>			

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**I. BRAKES**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Power-assisted, hydraulic type brakes on all 4 tandem wheels. And one of the following required.
X			2. Multiple Oil Disc on all four tandem wheels
X			3. Foot brake control
X			4. A parking brake that is hand or foot operated on transmission or in drive line is required.
<b>NOTES/COMMENTS:</b>			

**J. TIRES AND WHEELS**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Steel belted radial.
X			2. Tires to be mounted on 14-inch rims.
X			3. Tubeless tires.
X			4. Tires to be Michelin Sno-Plus 17.5-R25 Radial Tire. Any other tire bid, requires pre-approval by Fleet management prior to bid opening.
X			5. Front wheels shall have manufacturer's power steering.
X			6. Shall be left and right leaning wheel type controlled from the cab.
<b>NOTES/COMMENTS:</b>			

**K. ELECTRICAL**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Grader to have a 24-volt system with a converter that must be furnished for existing Department of Transportation's 12-volt mobile radios.
X			2. Converter shall be a 25-amp converter with a relay for ignition switch.
X			3. Converter must be installed per converter manufacturer's recommendations.
X			4. Motor Grader to be equipped with head lights mounted near top of cab to be LED type.
X			5. Back-up lights, blade lights and stop/tail lights to be LED type.
X			6. Working/Grading lights to be LED type
X			7. Minimum 130-amp 24-volt alternator.

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X			8. Manufacturer's recommended starter.
X			9. Manufacturer's recommended batteries.
X			10. An electronic, back-up alarm meeting OSHA requirements required.
X			11. A horn is required.
X			12. Two power ports in the cab shall be furnished. May be dealer installed.
X			13. Three switches are required for NDOT installation of strobe lights.
X			14. Switches to be battery powered with either 12 or 24 volts.
X			15. Factory installed switches in control panel preferred. Switches may be dealer installed in a convenient and visible location near the control panel Strobe switches shall be located next to one another when installed.
X			16. Switches shall have back drop illumination or indicator when turned on.
X			17. All electrical components and wiring harnesses (i.e. blade float solenoid valves, work lights, front lift group solenoid valves, etc.) that are not enclosed within the operator's station or engine compartment shall have sealed wires and weather proof connectors. Shrink tubing placed over push on spade connectors will not be accepted.
<b>NOTES/COMMENTS:</b>			

**L. RADIO FREQUENCY SHIELDING – Caution!!**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The chassis and/or installed components and equipment shall be compatible with use of NDOT mobile and/or two-way communications devices. Main communications radio operates in low band range of 47 MHz to 48MHz, but all frequencies apply including low band, high band, UHF, and VHF.
X			2. The chassis and/or installed components and equipment shall be manufactured to meet all current SAE and/or ISO Standards applicable and/or relevant to Electromagnetic Compatibility.
X			3. NDOT will conduct testing of radio/two-way when installed in chassis. NDOT will notify vendor if normal operational parameters are not met due to degradation of signals caused by electromagnetic emissions from chassis or installed components and equipment. Vendor shall be required to work with NDOT personnel to reduce interference level to a point acceptable to NDOT normal radio operating parameters. Vendor shall have 30 days to resolve Radio Frequency Issue.
X			4. Vendor and/or manufacturer will be responsible for any and all cost to replace and/or modify any parts found to cause radio frequency interference. If NDOT and vendor cannot resolve source of Radio Frequency Issue the unit will be sent to an independent accredited lab for testing to ensure SAE and/or ISO Standards compliance. Testing shall be done to SAE and/or ISO Standards which were current at date of bid. Should the chassis and/or installed components and equipment fail testing at the accredited lab, the vendor shall be responsible for all cost incurred for testing.



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X			5. If, after testing by NDOT and/or accredited lab, the vendor is unable or unwilling to incur the cost and correct the Radio Frequency Issue to the satisfaction of NDOT, ALL ORDERS AND CORRESPONDING CONTRACT WILL BE CANCELED.
NOTES/COMMENTS:			

**M. FUEL TANK**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Fuel tank with a minimum capacity of 100-gallons.
X			2. DEF tank to be a minimum 5 gallons.
NOTES/COMMENTS:			

**N. MOLDBOARD**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The moldboard shall be the manufacturer's 14-foot length that is ¾ inch or more in thickness with replaceable end bits.
X			2. The moldboard is to be punched for AASHTO standard hole spacing for cutting edges and of a contour to permit the use of the 8-inch curved cutting edges.
X			3. The moldboard must be a power shift.
X			4. Power tilt that swings out from under the frame at 90 degrees cutting angle to the left and right.
X			5. The circle and moldboard shall be provided with slack adjustment to compensate for wear.
X			6. The circle to be equipped with a power side shift to permit blade to reach out left a minimum of 55 inches outside line of wheels and 72 inches right, to permit pickup material from a windrow outside the line of the wheels.
X			7. Moldboard tipping (pitch) will be hydraulically operated from the cab.
X			8. Hydraulic valve for moldboard shall have a float position.
X			9. The circle shall have a slip clutch or a hydraulic relief valve to minimize damage to circle in case of impact.
NOTES/COMMENTS:			

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**O. DIFFERENTIAL**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Operator controlled manual or automatic lock-unlock type to be furnished.
NOTES/COMMENTS:			

**P. QUICK HITCH – FRONT MOUNT**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Grader will be equipped with hydraulically activated locking pin type quick hitch.
X			2. Quick Hitch shall be Rylind Motor Grader parallel Lift Quick Hitch, Balderson BLHQ-12, Balderson or Equivalent.
X			3. Henke Parallel lift group or Equivalent approved in writing by Fleet Management prior to bid opening.
X			4. Quick hitch shall be painted to match grader manufacturer's standard color of yellow.
X			5. All front mounted attachments shall fit this quick hitch style.
X			6. Quick hitch will have all extra valve controls mounted in cab along with the regular valve bank and within easy reach of the operator. Shall have all hydraulic valves and/or control solenoids to be mounted under cab with main stack valve with only hydraulic lines and/or hose at front of machine. These components shall have sealed wiring with weather proof connectors.
X			7. Quick Hitch lifting circuit shall be provided with operator-controlled float capability and automatic hydraulic lock.
NOTES/COMMENTS:			

**Q. NOISE LEVEL**

YES	NO	NO & PROVIDE ALTERNATIVE	
+			1. Bidder shall supply with bid the following decibel level per SAE Standards:
+			a. Under full load in operator's position with doors and windows open.
+			b. Under full load in bystander's position at 7.5 meters from rear of unit.
NOTES/COMMENTS: <i>Operator 71 dB</i> <i>Exterior 107 dB</i>			

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**R. SMV EMBLEM**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. A slow-moving vehicle emblem shall be mounted on the rear of the motor grader and displayed as required by Nebraska Statutes.
X			2. Emblem mounting shall furthermore not restrict air flow for cooling purposes.
NOTES/COMMENTS:			

**S. COLOR**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Motor grader standard manufacturer's yellow.
X			2. V-Plows and wing assemblies will be black, gray, or yellow.
NOTES/COMMENTS:			

**T. MANUALS**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Operator's manual must accompany each unit delivered.
X			2. Engine shop repair manual for reach unit delivered.
X			3. Equipment parts manual for each unit delivered.
X			4. Engine parts manual for each unit delivered.
X			5. Equipment shop repair manual for each unit delivered.
X			6. Manuals to be paper, USB flash drive or Online format
X			7. All manual(s) must be furnished prior to payment and be delivered to Fleet Management, Equipment Data Coordinator. Failure to deliver all manuals that are ordered may result in non-payment of ten percent of purchase order total until all manuals are delivered.
NOTES/COMMENTS: <i>All-Online format free of charge</i>			

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**U. MISCELLANEOUS**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The bidder will submit with their bid a list of any special tools they will furnish with each machine.
X			2. Dealer's decals, stickers or other signs shall not be affixed to units; manufacturer's nameplates, stampings and other similar signs are acceptable.
X			3. Dealer pre-delivery service required.
X			4. Prior to the awarding of, or entering into any agreement or contract, it shall be the responsibility to the manufacturer and/or the successful 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>			

**V. WARRANTY**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Manufacturer's usual warranty shall apply and shall be in effect for at least one year from the date the equipment was placed in service.
X			2. Vendor shall be responsible for all repairs to include parts and labor during the 12-month usual warranty period.
X			3. All transportation cost to and from the nearest authorized repair facility and travel time and mileage will be the responsibility of the vendor and/or manufacturer.
X			4. The power train and engine shall be warranted for an additional five years. The vendor shall provide the following guarantees on this registered Motor Grader after 12 months from the date the unit was placed in service until the first of: (1) 5,000 operation hours or (2) 60 months.
X			5. These guarantees are in addition to the standard 12-month warranty and do not have any effect upon the standard warranty.
X			6. If the engine is not produced by the Motor Grader manufacturer, the vendor will guarantee that the engine will be repaired by a certified and registered engine warranty dealer or distributorship.
X			7. The following power train components are warranted to be free from defects in workmanship and material during the extended warranty period:
X			8. Engine (excluding radiator, alternator, starter, compressor, and other attachments)
X			9. Torque converter (if applicable), Transmission.
X			10. Drive shafts and Universal joints.
X			11. Differential.

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X			12. Transfer gear group.
X			13. Drive axles.
X			14. Drive pumps.
X			15. Drive motors.
X			16. Pinion and bevel gear.
X			17. Final drive gear train (including sprockets)
X			18. Computerized and electronic equipment.
X			19. This warranty is limited to repair or replacement (including both parts and labor) of inspected parts determined to have been defective in material or workmanship. All extended power train warranty repairs will be performed by manufacturer's authorized service personnel. All machine transportation cost to and from the nearest authorized vendor repair facility and travel time and mileage during the extended warranty period will be the responsibility of the vendor and/or manufacturer. This warranty does not apply to normal maintenance service (such as engine tune-up) or normal replacement, service, or wear items.
X			20. Any oil sampling or other necessary testing needed to implement this warranty must be included in writing with this bid. The Nebraska Department of Transportation will do oil sampling if required by the manufacturer, but all materials must be furnished at no charge to the Department. A written report will be returned to Nebraska Department of Transportation if sampling is required.
X			21. This extended coverage is subject to the following conditions and limitations: (1) replacement parts provided are warranted for the remainder of the extended warranty period applicable to the product in which installed. (2) The machine may not be altered or modified in any manner which affects the mechanical operation as designed without written permission from the Nebraska Department of Transportation.
X			22. The following limitations shall be applicable to all guarantees.
X			23. Parts ordered and machine repair request will occur during dealer's normal working hours.
X			24. 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			25. The parts and machine repair guarantees will not apply to machines when delay results from strikes (dealer, supplier, or carrier), acts of God or other occurrences beyond vendor's reasonable control.
X			26. If machine cannot be repaired with 30 days, a comparable loaner machine will be furnished to the State of Nebraska at no cost.
<b>NOTES/COMMENTS:</b>			

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**W. SPECIFICATION FORM(S)**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Specification form(s) will be supplied by Department of Transportation to the awarded Vendor after a purchase order has been issued. The awarded Vendor will be required to complete specification form to the fullest extent possible for each unit and must accompany each unit when delivered.
X			2. If vendor does not properly complete form for each unit, a sum of \$250.00 per unit will be deducted from purchase order total.
<b>NOTES/COMMENTS:</b>			

**X. TRAINING**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Minimum of four hours per grader at various locations throughout Nebraska by a factory-trained representative in the operation and maintenance of grader. Fleet Management will contact successful bidder on schedule and places for this training.
<b>NOTES/COMMENTS:</b>			

**Y. ATTACHMENT: RIGHT HAND WING**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Wing to have a minimum 10-foot-long cutting edge.
X			2. 32-inch height at rear, minimum 8-gauge steel, and of that is properly reinforced.
X			3. 24-inch height at front, minimum 8-gauge steel, and of that is properly reinforced.
X			4. Cutting edge of ½ inch by 6 inches. AASHTO punched.
X			5. Minimum horizontal benching height of 48 inches required.
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**Z. MOUNTING REQUIREMENTS**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Wing mast and toe of wing to be mounted approximately even with front of cab.
X			2. Wing must be attached so that it can be lined up with and used in conjunction with the grader moldboard for snow removal in one pass.
NOTES/COMMENTS:			

**AA. HYDRAULIC FUNCTIONS**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Wing to be fully hydraulically operated, including front and rear adjustment; cable attached to hydraulic mechanism is acceptable.
X			2. Extra valve controls mounted in motor grader cab along with the regular valve bank and within easy reach of the operator required.
X			3. All lift cylinders, necessary hoses, piping, and quick couplers to be supplied and properly mounted. Quick couplers are to be Bruning or Parker brand of adequate size, flush face-type for detachment of wing mast purposes at front and rear positions.
X			4. Wing must have float capability.
NOTES/COMMENTS:			

**BB. SPOTLIGHT**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. LED spotlight that is fixed for wing operation is required.
X			2. Light shall have a minimum 5-inch diameter lens, rectangular shaped lens of approximately 4x6, or multiple lights of a smaller size.
X			3. Spotlight's light beam shall be adjustable to various areas of the moldboard from "fixed" mounting location. Wire to spotlight shall have weather proof connector.
NOTES/COMMENTS:			



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**CC. ATTACHMENT: SCARIFIER**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Scarifier to be the "V" type with the capability of holding at least nine (9) shanks and shall be mounted on the front of the machine.
X			2. Minimum nine (9) shanks to be furnished with scarifier.
X			3. To be compatible with quick hitch as described in main body of specification.
<b>NOTES/COMMENTS:</b>			

**DD. ACTTACHMENT: V-PLOW**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. V-plow to have at least nine foot six (9"x6") inch cutting width
X			2. V-plow to be at least six (6) foot (72 inches) high at tips and 4 foot (48 inches) high nose.
X			3. Moldboard material to be minimum 3/16 inch thick.
X			4. To be compatible with quick hitch as described in main body of specification.
<b>NOTES/COMMENTS:</b>			

**EE. SKID SHOES**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Bottom of skid shoes shall have maximum feasible amount of tungsten carbide inserts of minimum 3/16-inch thickness.
<b>NOTES/COMMENTS:</b>			



**SIX WHEEL DRIVE (6WD) MOTOR GRADERS WITH ATTACHMENTS  
STATE OF NEBRASKA  
NEBRASKA DEPARTMENT OF TRANSPORTATION  
TERMS AND CONDITIONS & TECHNICAL SPECIFICATIONS  
ITB #: 6560 OF**

**FF. ATTACHMENT: 9 FOOT STRAIGHT DOZER BLADE**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. To be minimum nine foot (9') long.
X			2. Moldboard height to be approximately 36 inches.
X			3. Moldboard thickness to be minimum ¼ inch.
X			4. Full Box Section Construction.
X			5. Cutting edges to be ¾ inch x 8 inch and bolt-on reversible with end bits.
X			6. To fit quick hitch as bid in body of this specification.
<b>NOTES/COMMENTS:</b>			

**GG. ATTACHMENT: 9 FOOT ANGLE DOZER BLADE**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. To be minimum 9 foot long.
X			2. Moldboard height to be approximately 33 inches.
X			3. Moldboard thickness to be minimum 3/16 inch.
X			4. Center hinge pin diameter to be minimum 2 inch and to be greaseable.
X			5. Reversible edges with end bits.
X			6. Angle: cutting edge to ground plane to be approximately 37 degrees.
X			7. Moldboard angle to be controlled with hydraulic cylinders. Hydraulic cylinders shall be sized according to manufacturer's recommendations.
X			8. To fit quick hitch as bid in body of this specification.
<b>NOTES/COMMENTS:</b>			

**SIX WHEEL DRIVE (6WD) MOTOR GRADERS WITH ATTACHMENTS  
STATE OF NEBRASKA  
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ITB #: 6560 OF**

**HH. ANNUAL USAGE, ESTIMATED**

YES	NO	NO & PROVIDE ALTERNATIVE	
<input checked="" type="checkbox"/>			1. Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any Agency during the life of the contract. The Vendor shall not impose minimum order requirements.
<input checked="" type="checkbox"/>			2. Two (2) to Three (3) estimated annual usage.
<b>NOTES/COMMENTS:</b>			

**II. USAGE REPORT**

YES	NO	NO & PROVIDE ALTERNATIVE	
<input checked="" type="checkbox"/>			1. The Vendor shall, upon request, provide a quarterly usage report of this contract by state agencies and political subdivisions. Information will include Agency name, item, and dollar amount. Information may be requested at any time by the SPB, as determined by the State.
<b>NOTES/COMMENTS:</b>			

**JJ. DELIVERY ARO**

YES	NO	NO & PROVIDE ALTERNATIVE	
<input checked="" type="checkbox"/>			1. Delivery desired within 90-120 days after receipt of order(s).
<b>NOTES/COMMENTS:</b>			

**KK. DELIVERY LOCATIONS / INSTRUCTIONS (VENDOR AGREES THEY ARE ABLE TO MEET DELIVERY LOCATIONS/INSTRUCTIONS)**

YES	NO	NO & PROVIDE ALTERNATIVE	
<input checked="" type="checkbox"/>			1. NDOT 5001 S 14th Street Lincoln, NE 68512
<b>NOTES/COMMENTS:</b>			

**SIX WHEEL DRIVE (6WD) MOTOR GRADERS WITH ATTACHMENTS  
STATE OF NEBRASKA  
NEBRASKA DEPARTMENT OF TRANSPORTATION  
TERMS AND CONDITIONS & TECHNICAL SPECIFICATIONS  
ITB #: 6560 OF**

**LL. ORDERS**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Orders will be placed by e-mail.
NOTES/COMMENTS:			

**MM. QUALITY**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Product quality must meet specifications and be consistent for the term of the contract. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance.
X			2. <b>A guarantee of satisfactory performance by the Vendor and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this bid.</b>
X			3. Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason during the initial warranty period with no additional charges for shipping or restocking.
NOTES/COMMENTS:			

**NN. AUTHORIZED DEALER & WARRANTY**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. To the extent required by the manufacturer, the Vendor shall be an authorized dealer. Vendor may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to SPB within three (3) business days of the request and prior to the award of any contract.
X			2. The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this solicitation for the entire warranty period.
X			3. OEM authorized vendor to have parts, service, and sales facility in State of Nebraska, with adequate service and parts equipment to cover the entire state. Please list the number of OEM authorized facilities within the State of Nebraska and their locations. Lack of adequate facilities can be an award consideration.
NOTES/COMMENTS: <i>109 Certified Techs Store locations, Omaha, Lincoln, Norfolk, Doniphan, North Platte and Gering 11- Resident Tech.</i>			

Effective with sales to the first user on or after May 1, 2020

# CATERPILLAR LIMITED WARRANTY

## Earthmoving, Construction, Material Handling, Forestry and Paving Machines

### Worldwide

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

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

Additional warranties are applicable against breakage for certain Cat Ground Engaging Tools and for wear on all landfill compactor tips. Refer to the applicable warranty statements for coverage detail. This warranty does not apply to:

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

These products are covered by other Caterpillar warranties. This warranty is subject to the following:

#### Warranty Period

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

#### Note:

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

#### Caterpillar Responsibilities

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

- Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

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

#### User Responsibilities

The user is responsible for:

- Providing proof of delivery date to the first user.

- Labor costs, except as stated under "Caterpillar Responsibilities."
- Transportation costs, except as stated under "Caterpillar Responsibilities."

- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are considered usual and customary.
- Local taxes, if applicable.

- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.

- Giving timely notice of a warrantable failure and promptly making the product available for repair.

- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.

- Allowing Caterpillar access to all electronically stored data.

#### Limitations

Caterpillar is not responsible for:

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

continued...

# 140/ 140 AWD

## Motor Graders



**140 graders bring the latest emissions reduction technology to the most durable, productive and comfortable motor graders on the market. From building roads to maintaining them, 140 Motor Graders are designed to help you get more work done in less time. Outstanding durability, unprecedented operator comfort and ease of service help to maximize your return on investment. 140 Motor Graders meet U.S. EPA Tier 4 Final/EU Stage V emission standards.**

### **Machine Controls**

Simple, intuitive joystick controls replace levers, so hand and arm movement is reduced by 78%, helping reduce operator fatigue for better productivity. Control pods can be adjusted electronically, making it easy to set your ideal operating position.

Adding to ease of operation are features like Articulation Return to Center, which automatically returns the machine to a straight frame position with the touch of a button. Electronic Throttle Control provides the best match of horsepower and torque for the demands of the application. Selectable Blade Lift Modes allow you to choose Fine, Normal or Coarse blade lift modes to best fit your application or operating style.

### **Operator Station**

In addition to excellent comfort and visibility, 140 graders feature an updated seat with heated/ventilated options, as well as an optional seat belt indicator. The high capacity Heating, Ventilation and Air Conditioning (HVAC) system dehumidifies and pressurizes the cab, seals out dust and helps keep windows clear. An updated message display shows machine and diagnostic information. Now located in the center console, it also displays Cat® GRADE Control Cross Slope readings conveniently in front of the operator. An optional deluxe radio with CD features MP3 and Bluetooth® technology.

### **Emissions Technology**

Emissions reduction technology on the 140 Motor Grader is designed to be transparent, with no action required from the operator. There is no need to stop. Regeneration runs automatically at cold start-up and, if needed, in the background while you work. The Selective Catalytic Reduction system utilizes Diesel Exhaust Fluid (DEF), which can be conveniently filled from ground level. Simply refill the DEF tank when you refuel. A gauge on the dash shows your fluid level.



# 140/140 AWD Motor Graders Features

## Engine and Power Train

A Cat C9.3 engine gives you the performance to maintain consistent grading speeds for maximum productivity. Programmable Autoshift option simplifies operation by allowing you to program the transmission to shift at optimal points to match your application. A new standard Economy Mode can be turned on to help you save fuel by reducing engine speed so the machine works in a more efficient range. The average fuel savings is up to 10 percent, depending on the application.

Standard Automatic Differential Lock/Unlock monitors machine and application parameters to unlock/re-lock the differential during operation, improving production and enhancing comfort while protecting the power train. A hydraulic demand fan automatically adjusts speed according to cooling needs, so when cooling demand is reduced, you benefit from more power to the ground and improved fuel efficiency.

## All Wheel Drive

Optional All Wheel Drive (AWD) gives you the additional power to the ground you need to work more efficiently in mud, gravel, sand or snow. The added traction helps reduce sliding on side slopes.

## Drawbar-Circle-Moldboard (D-C-M)

The drawbar, circle and moldboard are designed to make it easy to keep the components tight. One person can easily adjust or replace the patented top-adjust drawbar wear inserts from the top of the drawbar plate, reducing downtime. Durable nylon composite wear inserts maximize circle torque and component life. Sacrificial brass wear strips between the blade mounting group and moldboard can be easily adjusted and replaced. The Shimless Moldboard Retention System uses vertical and horizontal adjusting screws to keep moldboard wear strips aligned for reduced blade chatter and precise blade control.

## Responsive Hydraulics

A proven load-sensing system and advanced electro-hydraulics give you superior implement control and responsive hydraulic performance. Proportional Priority Pressure-Compensating valves have different flow rates for the head and rod ends of the cylinder, so you can count on consistent, predictable implement response. Balanced hydraulic flow is proportioned to give you confidence that all implements will operate simultaneously without slowing the engine or speed of some implements.

## Integrated Technologies

- Fully scalable, factory integrated optional Cat GRADE Control Cross Slope helps you more easily maintain desired cross slope by automatically controlling one side of the blade.
- Optional Cat AccuGrade™ uses positioning and guidance technologies, machine sensors, and automatic blade control to help you get to grade faster, easier and more efficiently.
- Cat Product Link™ aids your equipment management with remote monitoring capabilities. A secure VisionLink™ user interface lets you know where your equipment is, what it's doing and how it's performing so you can maximize efficiency and lower operating costs.

## Safety

Some of the many safety features designed into the 140 Motor Grader include:

- Ground-level Electrical Disconnect and Engine Shutoff switches.
- Operator Presence System keeps the parking brake engaged and hydraulic implements disabled until the operator is seated and machine is ready for operation.
- Hydraulic Lockout disables all implement functions while still providing machine steering control – especially useful while roading.
- Speed Sensitive Steering becomes less sensitive as ground speed increases for greater operator confidence and control.
- Optional rearview camera with in-cab monitor.

**For more details on these and other features, please see your Cat Dealer or visit [www.cat.com](http://www.cat.com).**



# 140/140 AWD Motor Graders Specifications

## Engine

Engine Model	Cat C9.3		
Emissions	U.S. EPA Tier 4 Final/ EU Stage V		
Base Power (1st gear) – Net	133 kW	179 hp	
Base Power (1st gear) – Net (Metric)	181 hp		
VHP Plus Range – Net	133-172 kW	179-231 hp	
VHP Plus Range – Net (Metric)	181-234 hp		
AWD Range – Net	141-188 kW	189-252 hp	
AWD Range – Net (Metric)	192-255 hp		
Displacement	9.3 L	567.5 in <sup>3</sup>	
Bore	115 mm	4.5 in	
Stroke	149 mm	5.9 in	
Torque Rise	38%		
Maximum Torque (VHP Plus)	1138 N·m	840 lb-ft	
Maximum Torque (AWD On)	1247 N·m	920 lb-ft	
Speed @ Rated Power	2,000 rpm		
Number of Cylinders	6		
Derating Altitude	3050 m	10,000 ft	
High Ambient – Fan Speed			
Standard	1,400 rpm		
Maximum	1,550 rpm		
Minimum	500 rpm		
Standard Capability	43° C	109° F	
High Ambient Capability	50° C	122° F	
Gear – Net Power	<b>VHP Plus kW (hp)</b>	<b>AWD Off kW (hp)</b>	<b>AWD On kW (hp)</b>
Forward			
1st	133 (179)	141 (189)	149 (200)
2nd	141 (189)	149 (200)	164 (220)
3rd	149 (200)	156 (210)	168 (225)
4th	156 (210)	160 (215)	172 (231)
5th	160 (215)	164 (220)	188 (252)
6th	164 (220)	168 (225)	188 (252)
7th	168 (225)	172 (231)	188 (252)
8th	172 (231)	172 (231)	188 (252)
Reverse			
1st	133 (179)	133 (179)	133 (179)
2nd	141 (189)	141 (189)	141 (189)
3rd–6th	149 (200)	149 (200)	149 (200)

## Engine (cont'd)

- Net power is tested per ISO 9249, SAE J1349, and EEC 80/1269 Standards in effect at the time of manufacture.
- VHP Plus is standard for the 140 and 140 AWD.
- Net power advertised is the power available at rated speed of 2,000 rpm, measured at the flywheel when engine is equipped with fan running at minimum speed, air cleaner, muffler and alternator.
- No engine derating required up to 3050 m (10,000 ft).
- Power as declared per ISO 14396  
Rated rpm 2,000  
VHP+ = 173 kW (232 hp)  
AWD = 189 kW (253 hp)
- All nonroad U.S. EPA Tier 4 and European Union (EU) Stage V diesel engines are required to use only Ultra Low Sulfur Diesel (ULSD) fuels containing 15 ppm (mg/kg) sulfur or less. Biodiesel blends up to B20 (20% blend by volume) are acceptable when blended with 15 ppm (mg/kg) sulfur or less ULSD. B20 should meet ASTM D7467 specification (biodiesel blend stock should meet Cat biodiesel spec, ASTM D6751 or EN 14214). Cat DEO-ULS™ or oils that meet the Cat ECF-3, API CJ-4, and ACEA E9 specification are required. Consult your OMM for further machine specific fuel recommendations.
- Cat engines equipped with a Selective Catalytic Reduction (SCR) system are required to use:
  - Diesel Exhaust Fluid (DEF) which meets the requirements outlined in the International Organization for Standardization (ISO) standard 22241-1.

## Power Train

Forward/Reverse Gears	8 Forward/6 Reverse
Transmission	APECS, Direct Drive, Powershift
Brakes	
Service	Multiple Oil Disc
Service, Surface Area	23 000 cm <sup>2</sup> 3,565 in <sup>2</sup>
Parking	Multiple Oil Disc
Secondary	Dual Circuit

## Hydraulic System

Circuit Type	Parallel
Pump Type	Variable Piston
Pump Output	210 L/min    55.7 gal/min
Maximum System Pressure	24 150 kPa    3,500 psi
Reservoir Tank Capacity	64.0 L    16.9 gal
Standby Pressure	6100 kPa    885 psi

- Pump output measured at 2,150 rpm.

# 140/140 AWD Motor Graders Specifications

## Operating Specifications

Top Speed		
Forward	46.6 km/h	29.0 mph
Reverse	36.8 km/h	23.0 mph
Turning Radius, Outside Front Tires	7.8 m	25 ft 7 in
Steering Range – Left/Right	50°	
Articulation Angle – Left/Right	20°	
Forward		
1st	4.1 km/h	2.5 mph
2nd	5.5 km/h	3.4 mph
3rd	8.0 km/h	5.0 mph
4th	11.0 km/h	6.9 mph
5th	17.1 km/h	10.6 mph
6th	23.3 km/h	14.5 mph
7th	32.0 km/h	19.9 mph
8th	46.6 km/h	29.0 mph
Reverse		
1st	3.2 km/h	2.0 mph
2nd	6.0 km/h	3.7 mph
3rd	8.7 km/h	5.4 mph
4th	13.5 km/h	8.4 mph
5th	25.3 km/h	15.7 mph
6th	36.8 km/h	23.0 mph

• Calculated with no slip and 14.0R24 tires.

## Service Refill

Fuel Capacity	394 L	104 gal
Cooling System	57.0 L	15.0 gal
Hydraulic System		
Total	100 L	26.4 gal
Tank	64.0 L	16.9 gal
Engine Oil	30.0 L	7.9 gal
Trans./Diff./Final Drives	70.0 L	18.5 gal
Tandem Housing (Each)	76.0 L	20.0 gal
Front Wheel Spindle Bearing Housing	0.5 L	0.13 gal
Circle Drive Housing	7.0 L	1.8 gal
Diesel Exhaust Fluid	22.0 L	5.8 gal

## Frame

Circle		
Diameter	1530 mm	60.2 in
Height	138 mm	5.4 in
Blade Beam Thickness	40.0 mm	1.6 in
Drawbar		
Height	152 mm	6.0 in
Width	76.2 mm	3.0 in
Thickness	12.7 mm	0.50 in
Front-Top/Bottom Plate		
Width	305 mm	12.0 in
Thickness	22.0 mm	0.87 in
Front Frame Structure		
Height	321 mm	12.6 in
Width	305 mm	12.0 in
Front Axle		
Height to Center	596 mm	23.5 in
Wheel Lean, Left/Right	18°	
Total Oscillation per Side	32°	

• Front-top/bottom plate – width tolerance  $\pm 2.5$  mm (0.098 in).

## Tandems

Height	506 mm	19.9 in
Width	201 mm	7.9 in
Sidewall Thickness		
Inner	16.0 mm	0.63 in
Outer	18.0 mm	0.71 in
Drive Chain Pitch	50.8 mm	2.0 in
Wheel Axle Spacing	1523 mm	60.0 in
Tandem Oscillation		
Front Up	15°	
Front Down	25°	

## Optional Tire Arrangements

### Common Tire Options for 140 Motor Graders

140/140 AWD		
Rim Size	Wheel Group	Tires
9 × 24	Single-Piece	14.0R24
13 × 25	Single-Piece	17.5R25
10 × 24	Multi-Piece	14.0R24
10 × 24	Multi-Piece	14.0-24
14 × 25	Multi-Piece	17.5R25
14 × 25	Multi-Piece	17.5-25

**Note:** Consult your dealer for individual tire width, size and brand.



# 140/140 AWD Motor Graders Specifications

## Moldboard

Blade Width	3.7 m	12 ft
Moldboard		
Height	610 mm	24.0 in
Thickness	22.0 mm	0.87 in
Arc Radius	413 mm	16.3 in
Throat Clearance	166 mm	6.5 in
Cutting Edge		
Width	152 mm	6.0 in
Thickness	16.0 mm	0.60 in
End Bit		
Width	152 mm	6.0 in
Thickness	16.0 mm	0.60 in
Blade Pull		
Base GVW	11 462 kg	25,269 lb
Maximum GVW	15 541 kg	34,262 lb
Base GVW (AWD)	16 170 kg	35,649 lb
Maximum GVW (AWD)	22 512 kg	49,630 lb
Blade Down Pressure		
Base GVW	7275 kg	16,038 lb
Maximum GVW	13 294 kg	29,309 lb
Base GVW (AWD)	8151 kg	17,970 lb
Maximum GVW (AWD)	13 294 kg	29,309 lb

## Blade Range

Circle Centershift		
Right	728 mm	28.7 in
Left	695 mm	27.4 in
Moldboard Sideshift		
Right	660 mm	26.0 in
Left	510 mm	20.1 in
Maximum Blade Position Angle	90°	
Blade Tip Range		
Forward	40°	
Backward	5°	
Maximum Shoulder Reach Outside of Tires		
Right	1978 mm	77.9 in
Left	1790 mm	70.5 in
Maximum Lift Above Ground	480 mm	18.9 in
Maximum Depth of Cut	715 mm	28.1 in

## Ripper

Ripping Depth, Maximum	426 mm	16.8 in
Ripper Shank Holders	5	
Ripper Shank Holder Spacing	533 mm	21.0 in
Penetration Force	9440 kg	20,812 lb
Pryout Force	12 607 kg	27,794 lb
Machine Length Increase, Beam Raised	1031 mm	40.6 in

## Scarifier

Front, V-Type: Working Width	1205 mm	47.4 in
Front, V-Type, 5 or 11 Tooth		
Working Width	1031 mm	40.6 in
Scarifying Depth, Maximum	467 mm	18.4 in
Scarifier Shank Holders	5/11	
Scarifier Shank Holder Spacing	116 mm	4.6 in
Mid, V-Type		
Working Width	1184 mm	46.6 in
Scarifying Depth, Maximum	292 mm	11.5 in
Scarifier Shank Holders	11	
Scarifier Shank Holder Spacing	116 mm	4.6 in
Rear		
Working Width	2133 mm	84.0 in
Scarifying Depth, Maximum	426 mm	16.8 in
Scarifier Shank Holders	9	
Scarifier Shank Holder Spacing	267 mm	10.5 in

## Weights

Gross Vehicle Weight, Base		
Total	16 974 kg	37,420 lb
Front Axle	4238 kg	9,343 lb
Rear Axle	12 736 kg	28,077 lb
Gross Vehicle Weight, Maximum		
Total	25 013 kg	55,144 lb
Front Axle	7745 kg	17,075 lb
Rear Axle	17 268 kg	38,069 lb
Operating Weight, Typically Equipped		
Total	19 344 kg	42,647 lb
Front Axle	5468 kg	12,055 lb
Rear Axle	13 876 kg	30,592 lb

# 140/140 AWD Motor Graders Specifications

## Weights – AWD

Gross Vehicle Weight, Base		
Total	17 966 kg	39,609 lb
Front Axle	4749 kg	10,469 lb
Rear Axle	13 217 kg	29,140 lb
Gross Vehicle Weight, Maximum		
Total	25 013 kg	55,144 lb
Front Axle	7745 kg	17,075 lb
Rear Axle	17 268 kg	38,069 lb
Operating Weight, Typically Equipped		
Total	20 236 kg	44,614 lb
Front Axle	5945 kg	13,107 lb
Rear Axle	14 291 kg	31,507 lb

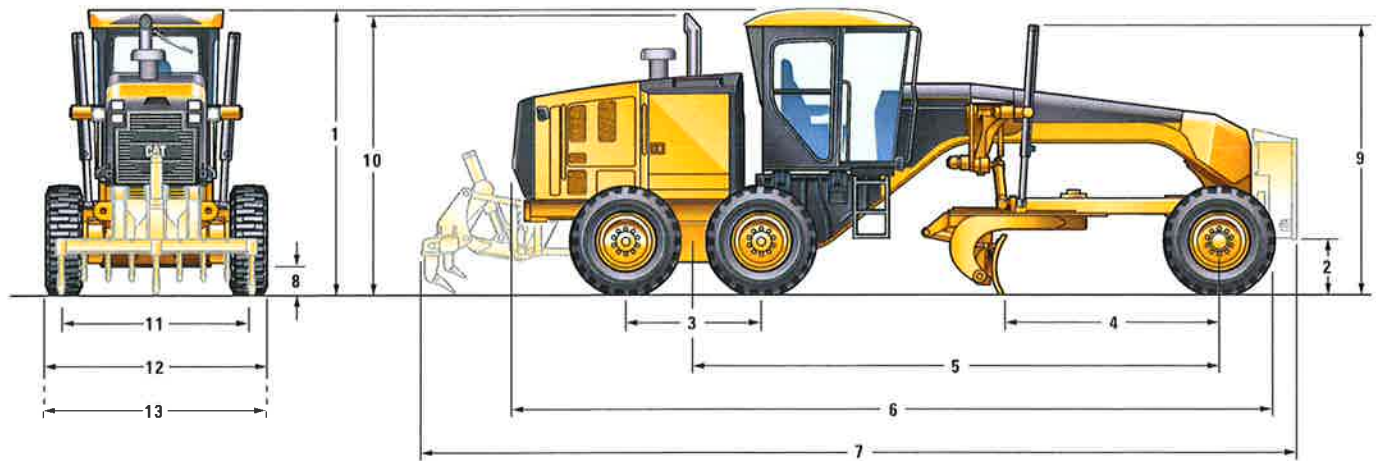
- Base operating weight on standard machine configuration is calculated with full fuel tank, coolant, lubricants, operator and 14.0R24 tires with single-piece (SP) rims.
- Typically equipped operating weight is calculated with push block, rear ripper/scarifier, 14.0R24 tires with single-piece (SP) rims, and other equipment.

## Standards

ROPS/FOPS	ISO 3471/ISO 3449
Steering	ISO 5010
Brakes	ISO 3450
Sound	ISO 6396; ISO 6395

- The declared dynamic operator sound pressure level is 71 dB(A) for the 140 and 140 AWD when “ISO 6396:2008” is used to measure the value for a European Union “CE” marked machine. The measurement was conducted at 70% of the maximum engine cooling fan speed. The sound level may vary at different engine cooling fan speeds.
- The declared exterior sound power level is 107 dB(A) for the 140 and 140 AWD when the value is measured according to the dynamic test procedures and the conditions that are specified in “ISO 6395:2008.” The measurement was conducted for a European Union “CE” marked machine at 70% of the maximum engine cooling fan speed. The sound level may vary at different engine cooling fan speeds and during diesel particulate filter regeneration.

## Dimensions



<b>1</b> Height – Top of Cab	3308 mm	130 in	<b>8</b> Ground Clearance at Rear Axle	339 mm	13.3 in
<b>2</b> Height – Front Axle Center	596 mm	23.5 in	<b>9</b> Height to Top of Cylinders	3040 mm	120 in
<b>3</b> Length – Between Tandem Axles	1523 mm	60.0 in	<b>10</b> Height to Exhaust Stack	3256 mm	128 in
<b>4</b> Length – Front Axle to Moldboard	2552 mm	100 in	<b>11</b> Width – Tire Center Lines	2140 mm	84.3 in
<b>5</b> Length – Front Axle to Mid Tandem	6123 mm	241 in	<b>12</b> Width – Outside Rear Tires	2511 mm	98.9 in
<b>6</b> Length – Front Tire to Rear of Machine	8912 mm	351 in	<b>13</b> Width – Outside Front Tires	2511 mm	98.9 in
<b>7</b> Length – Counterweight to Ripper	10 136 mm	399 in			

- Calculated with 14.0R24 Tires.

# 140/140 AWD Motor Graders Standard Equipment

## Standard Equipment

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

### POWER TRAIN

- Air cleaner, dual stage, dry type, diesel, with automatic engine derate and automatic dust ejector, service indicator through Cat Messenger
- Air-to-air after cooler (ATAAC)
- Belt, serpentine, automatic tensioner
- Brakes, oil disc, four-wheel, hydraulic
- Demand fan, hydraulic, swing-out
- Diesel exhaust fluid tank, 22.0 L (5.8 gal) ground level access, and sediment drain
- Differential Lock/Unlock, Automatic
- Drain, engine oil, ecology
- Economy mode
- Electronic over speed protection
- Engine, C9.3, U.S. EPA Tier 4 Final/ EU Stage V emission standards
- Fuel tank, 394 L (104 gal), ground level access and sediment drain
- Fuel-water separator
- Muffler, underhood
- Parking brake – multi-disc, sealed, oil-cooled
- Priming pump, fuel
- Rear axle, modular
- Sediment drain, fuel tank
- Tandem drive
- Transmission, 8F/6R, powershift, direct drive, Advanced Productivity Electronic Control Strategy (APECS)

### ELECTRICAL

- Alarm, back up
- Alternator, 150 ampere, sealed
- Batteries, maintenance free, heavy duty, 1,125 CCA
- Breaker panel, ground accessible
- Cab harness and electrical hydraulic valves
- Electrical system, 24V
- Grade Control Ready – Cab harness, software, electrical hydraulic valves, bosses and brackets
- Lights, roof-mounted roading, reversing, LED stop and tail
- Product Link
- Starter, electric

### OPERATOR ENVIRONMENT

- Accelerator
- Air conditioning with heater
- Arm and wrist rest, electronically adjustable
- Articulation, automatic Return-to-Center
- Cat Messenger operator information system
- Centershift pin indicator
- Coat hook
- Cup holder
- Display, digital speed and gear
- Doors, left and right side with wiper
- Gauge, machine level
- Gauge cluster (analog) – fuel, articulation, engine coolant temp, engine RPM, hydraulic oil temp, regen, DEF
- Hour meter, digital
- Joystick hydraulic controls right/left blade lift with float position, circle drive, blade sideshift and tip, centershift, front wheel lean, articulation and power steering
- Joystick, adjustable armrests
- Joystick gear selection
- Joystick hydraulic power steering
- Ladders, cab, left and right side
- Lights, night time cab
- Mirror, inside rearview, wide angle
- Power port, 12V
- Radio Ready, Entertainment
- ROPS cab, sound suppressed 70 dB(A)
- Seat, cloth-covered, comfort suspension
- Seat belt, retractable 76 mm (3 in)
- Storage area for cooler/lunchbox
- Throttle control, electronic
- Windows, laminated glass:
  - fixed front with intermittent wiper
  - door with intermittent wipers (3)
- Windows: tempered
  - left and right side wipers
  - rear and intermittent wiper

### FLUIDS

- Antifreeze
- Extended Life Coolant to  $-35^{\circ}\text{C}$  ( $-30^{\circ}\text{F}$ )

### TIRES, RIMS AND WHEELS

- Partial allowance for tires on  $254 \times 607$  mm ( $10 \times 24$  in) multi-piece rims is included in the base machine price and weight

### OTHER STANDARD EQUIPMENT

- Accumulators, brake, dual certified
- Anti-glare paint
- Bumper, rear, integrated with hitch
- CD ROM Parts Book
- Clutch, circle drive slip
- Cutting edges
  - $152 \times 16$  mm ( $6 \times 5/8$  in)
  - curved DH-2 steel
  - 19 mm (3/4 in) mounting bolts
- Doors (4), engine compartment, locking
- Drawbar – 6 shoes, replaceable wear strips
- Electrical hydraulic valves, hydraulic lines for base 8 functions
- Endbits
  - 16 mm (5/8 in) DH-2 steel
  - 19 mm (3/4 in) mounting bolts
- Fluid check, ground level
- Frame, articulated, with safety lock
- Ground level engine shutdown
- Ground level fueling
- Hammer (emergency exit)
- Horn, electric
- Hydraulic lines for base functions
- Lockout, hydraulic implement (for roading and servicing)
- Moldboard –  $3658 \times 610 \times 22$  mm ( $12 \text{ ft} \times 24 \text{ in} \times 7/8 \text{ in}$ )
- Mounting, cab roof accessories
- Pump, hydraulic, high capacity,  $98 \text{ cm}^3$  ( $6 \text{ in}^3$ )
- Radiator, cleanout access (both sides with swing doors)
- Secondary steering
- Serviceability, LH side
- S-O-S<sup>SM</sup> ports: engine, hydraulic, transmission, coolant, fuel
- Tandem walkway/guards
- Tool box

# 140/140 AWD Motor Graders

## Optional Equipment

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

	kg*	lb*		kg*	lb*		kg*	lb*
<b>ELECTRICAL</b>			<b>POWER TRAIN</b>			<b>WORK TOOLS/G.E.T.</b>		
• Alternator, 280 ampere	2	5	• All Wheel Drive	892	1,967	• Blade extension, left hand, 610 mm (2 ft)	113	249
• Batteries:			• Precleaner, snow	2	5	• Blade extension, right hand, 610 mm (2 ft)	113	249
– extreme duty, 1,400 CCA	14	30	• Starter, extreme duty, 1,000 Amps	22	48	• Counterweight	427	939
• Lights:			• Transmission, autoshift	2	5	• Cutting edges, curved	43	95
– Headlights, high	38	84	<b>OTHER ATTACHMENTS</b>			• Endbits, overlay	24	52
– Headlights, low	35	77	• AccuGrade ARO	46	101	• Front lift group, mounting	5	11
– Working lights, basic	9	20	– Digital Blade Slope Meter			• Front lift group, mechanical	680	1,500
– Working lights, plus, LED	10	22	– Cross Slope Indicate			• Grader bit, narrow and super penetration	181	400
– Warning: beacon or strobe	2	5	– Cross Slope			• Mid-Mount Scarifier, Package	917	2,017
– Mounting for warning light	5	11	• Accumulators, blade lift	55	121	• Moldboard		
<b>GUARDS</b>			• Camera, rearview	9	20	–4267 mm × 610 mm	147	323
• Articulation guard	5	11	• Cat Product Link 321SR	13	29	× 22 mm (14 ft × 24 in × 7/8 in)		
• Fenders, front	121	266	• Cat Product Link 522	13	29	–4267 mm × 686 mm	284	625
• Fenders, front, AWD	56	124	• Drain, ecology, engine Wiggins	2	5	× 25 mm (14 ft × 27 in × 1 in)		
• Fenders, rear	156	344	• Heater, engine coolant:			• Push plate	1285	2,833
• Front axle guard	13	30	–120V	1	3	• Ripper, rear	1042	2,292
• Sound suppression (bottom)	110	243	–240V	1	3	• Ripper tooth	28	61
• Sound suppression (enclosure)	15	33	• Hydraulic arrangements with one or more additional hydraulic valves are available for rear ripper, dozer, snow plow and snow wing.			• Scarifier, front	434	956
• Transmission	141	311	• Snow wing mounting, frame ready	91	200	• Snow Arrangement	161	355
<b>OPERATOR ENVIRONMENT</b>			• Starting aid, ether	0.5	1	• Snow Wing Ready Package	119	262
• Mirrors, outside:			• Reversing fan, automatic or manual	6	13	• Tow hitch	53	116
– heated 24V	15	33	<b>MACHINE ARRANGEMENTS</b>			• Canadian Arrangement	2	4
– mounted	15	33			• European Arrangement	289	637	
• Comfort Plus Arrangement	2	4			• TUV Rooding Arrangement	451	994	
• Comfort Premium Arrangement	3	7						

\*Weights shown are to be added to the standard configuration when option is chosen.

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