

State of Nebraska - INVITATION TO BID CONTRACT

Date	11/22/22	Page	1 of 3
Solicitation Number	6742 OF		
Opening Date and Time	12/13/22	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.

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

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

Contract to supply and deliver Articulated All Wheel Drive Loader with Minimum 2.2 Cubic Yard Bucket to the State of Nebraska as per the attached specifications for a one (1) year period from date of award. The contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

(11/21/22 sc)

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	ARTICULATED AWD LOADER WITH MINIMUM 2.2 CY BUCKET BRAND: <u>Komatsu</u> MODEL NAME/NUMBER: <u>WA270-B</u> OPTIONS:	5.0000	EA	<u>189,272</u>	<u>146,360</u>
2	QUICK HITCH WITH SPECIFIED BUCKET	5.0000	EA	<u>8,429</u>	<u>42,145</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 40-70 days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

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

Enter Contact Information Below

VENDOR# _____
VENDOR: Road Builders Machinery
Address: 5001 W Fletcher Ave
Lincoln, NE

Contact Dustin Ronke
Telephone 402-480-4313
Email dronke@rbmsec.com

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	BRAND: <u>JRB</u>				
	MODEL NAME/NUMBER: <u>4116</u>				
3	QUICK ATTACH FORKLIFT ASSEMBLY	5.0000	EA	<u>4,700</u>	<u>23,500</u>
	BRAND: <u>Rockland</u>				
	MODEL NAME/NUMBER: <u>Construction Forks</u>				
4	MULTI PURPOSE BUCKET	5.0000	EA	<u>15,405</u>	<u>77,025</u>
	BRAND: <u>JRB</u>				
	MODEL NAME/NUMBER: <u>Multi Purpose 2.2yd</u>				
5	GRAPPLE FORK ATTACHMENT	5.0000	EA	<u>8,740</u>	<u>43,700</u>
	BRAND: <u>GrabTec</u>				
	MODEL NAME/NUMBER: <u>GA965</u>				
6	WHEEL LOADER SCALE SYSTEM	5.0000	EA	<u>7,685</u>	<u>38,425</u>
	BRAND: <u>Loup Electronics</u>				
	MODEL NAME/NUMBER: <u>Weigh by 8000T</u>				
7	DELUXE AIR RIDE SEAT OPTION	5.0000	EA	<u>Standard</u>	<u>Included</u>
	BRAND: <u>Komatsu</u>				
	MODEL NAME/NUMBER: _____				
8	EXTENDED WARRANTY AFTER BASIC 1 YEAR WARRANTY AND ANY TRANSPORTATION CHARGES WITHIN THE EXTENDED WARRANTY PERIOD (DEDUCT)	5.0000	EA	<u>4,868</u>	<u>24,340</u>
9	TRANSPORTATION COST CHARGES FOR THE EXTENDED WARRANTY PROGRAM (NDOT WILL BE RESPONSIBLE FOR THE DELIVERY OF THE LOADER TO A REPAIR FACILITY FOR THE	5.0000	EA	<u>2,000</u>	<u>10,000</u>

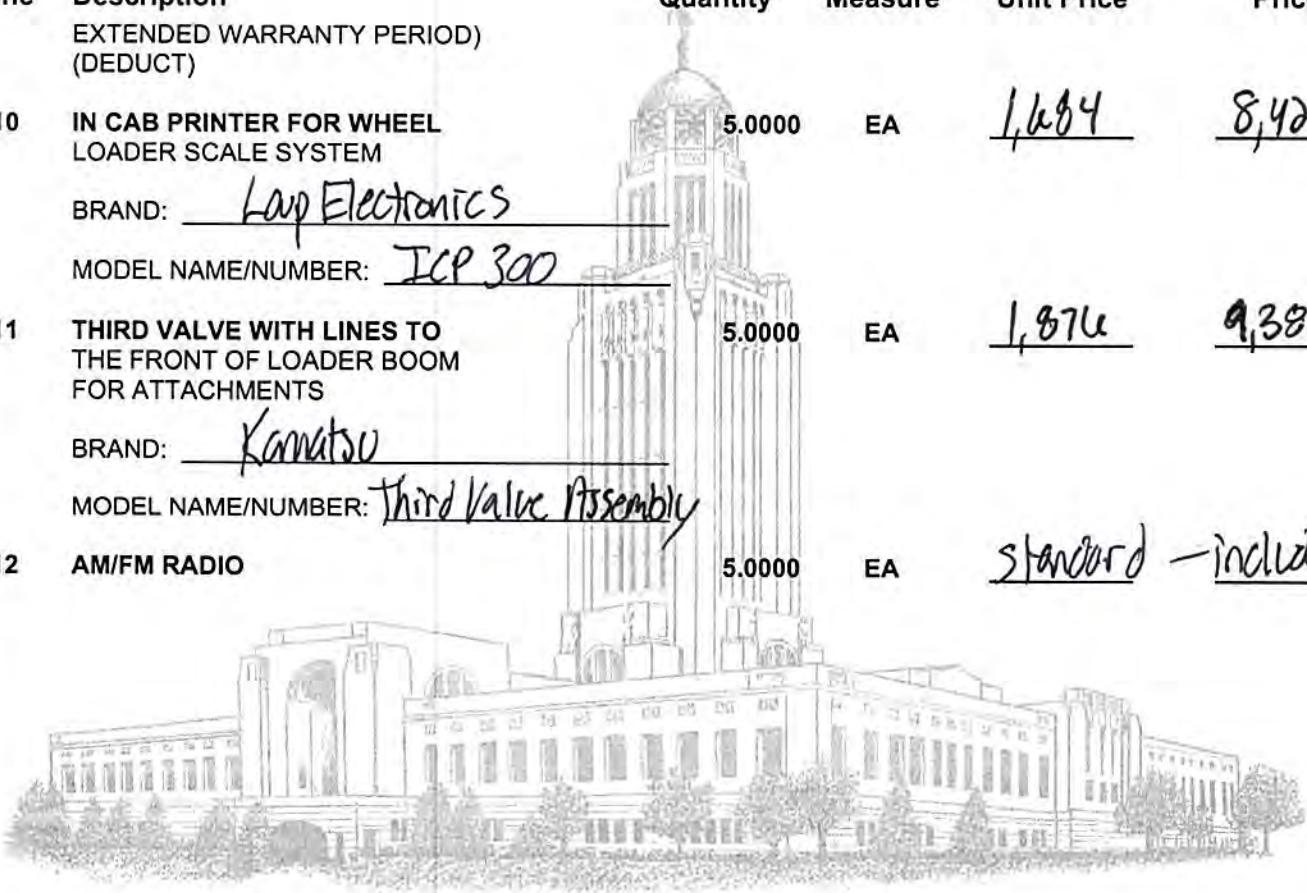
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INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	EXTENDED WARRANTY PERIOD) (DEDUCT)				
10	IN CAB PRINTER FOR WHEEL LOADER SCALE SYSTEM BRAND: <u>Loup Electronics</u> MODEL NAME/NUMBER: <u>ICP 300</u>	5.0000	EA	<u>1,684</u>	<u>8,420</u>
11	THIRD VALVE WITH LINES TO THE FRONT OF LOADER BOOM FOR ATTACHMENTS BRAND: <u>Kanatsu</u> MODEL NAME/NUMBER: <u>Third Valve Assembly</u>	5.0000	EA	<u>1,876</u>	<u>9,380</u>
12	AM/FM RADIO	5.0000	EA	<u>standard - included</u>	



**ARTICULATED ALL WHEEL DRIVE LOADER
WITH MINIMUM 2.2 CUBIC YARD BUCKET
STATE OF NEBRASKA
INVITATION TO BID
NUMBER: 6742 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 6742 OF for the purpose of selecting a qualified Bidder to provide **Articulated All Wheel Drive Loader with Minimum 2.2 Cubic Yard Bucket**. More detailed descriptions can be found in Sections II through 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.

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

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

PUBLIC POSTING NOTICE:

Pursuant to the Taxpayer Transparency Act (Neb. Rev. Stat. §§ 84-602.01 to 84-602.04) and in furtherance of public records statutes (Neb. Rev. Stat. § 84-712 et seq.), State contracts, must be posted to a public website. The resulting Contract, the ITB, and the successful Bidder's entire bid and response will be posted to a public website managed by DAS, which can be found at:

<https://statecontracts.nebraska.gov> & https://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php

If the Bidder wishes to withhold proprietary or other commercial information from disclosure, the Bidder must do the following:

- a. Identify the Proprietary Information;
- b. Mark the Proprietary Information; and
- c. Submit the Proprietary Information under separate cover marked clearly using an indelible method with the words "PROPRIETARY INFORMATION".
- d. 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. COST WILL NOT BE CONSIDERED PROPRIETARY AND IS A PUBLIC RECORD SUBJECT TO DISCLOSURE.**

The State may require a Bidder to submit more information, including, but not limited to, a detailed explanation as to how and why the designated information is Proprietary.

The State will determine, in its sole discretion, if the disclosure of the designated Proprietary Information would:

- a. Give advantage to Business competitors; and
- b. Serve no public purpose.

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.

In the event that disclosure of Proprietary Information is ordered or requested, it will be the Bidder's responsibility to assert and defend the non-disclosure.

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

Any entity Awarded a contract or submitting a bid or response to the ITB agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, Agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the bids and responses to the ITB, Awards, and other documents.

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 the clause or rejected the clause and provided alternate language using "Track Changes". Upon request an electronic copy of the bid with "Track Changes" must be submitted in an editable Word format. By signing the solicitation, 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 Response (Initial)	NOTES/COMMENTS:
DK			

The Contract resulting from this ITB shall incorporate the following documents:

1. Amendments/Renewals/Extensions;
2. Addendum One (1) to Contract (if applicable);
3. The executed contract signature page(s), which may include Contract deliverables and contracted pricing;
4. Bidder's submitted Bid (consisting of the ITB and other required bid documentation);
5. Addenda (Including the Questions and Answers Addendum);
6. The original ITB Document (including contract signature page(s)) and Bid Sheet (if applicable);

The above listed 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 number six (6) having the lowest preference: 1) Amendment/Renewals/Extensions with the most recent dated Amendment/Renewal/Extension having the highest priority; 2) Addenda to the Contract after the Contract has been executed with the most recent dated Addenda having the highest priority; 3) the executed contract signature page(s), which may include Contract deliverables and contracted pricing; 4) Bidder's submitted bid (consisting of the ITB and other required bid documentation); 5) Addenda (Including the Questions and Answers Addendum); and, 6) the original ITB document (including contract signature page(s)) and Bid Sheet (if applicable).

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 by the State of Nebraska.

B. NOTIFICATION

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

Communication regarding the executed contract shall be given in writing and deemed to have been delivered via email to the specified Contract Contact information provided on the submitted ITB form with the submitted bid(s). The Vendor should send written notice to the SPB. The State will send notices to the authorized contact provided on the ITB form.

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. PCO REPRESENTATIVE

The State reserves the right to appoint a PCO's Representative to manage [or assist the PCO in managing] the contract on behalf of the State. The PCO's Representative will be appointed in writing, and the appointment document will specify the extent of the PCO's Representative authority and responsibilities. If a PCO's Representative is appointed, the Bidder will be provided a copy of the appointment document and is expected to cooperate accordingly with the PCO's Representative. The PCO'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. SUBSTITUTIONS

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

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

The State shall not incur a price increase for changes that should have been included in the Vendor's Bid, were foreseeable, or result from difficulties with or failure of the Vendor's Bid or performance. The Vendor may request to substitute a similar item that meets or exceeds the original specifications. The State may accept or reject, in the sole discretion of the State, the requested substitute.

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

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.

G. VENDOR PERFORMANCE REPORT(S)

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

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 SPB 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 BIDDER BREACH

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

If Bidder breaches the contract or anticipates breaching the contract, the Bidder 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 Response (Initial)	NOTES/COMMENTS:
DK			

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 Bidder, 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 bidder. The State may recover from the Bidder 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 Bidder's breach. OR In case of default of the Bidder, the State may contract the service from other sources and hold the Bidder responsible for any excess cost occasioned thereby.

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

J. NON-WAIVER OF BREACH

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

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 Response (Initial)	NOTES/COMMENTS:
DK			

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 Response (Initial)	NOTES/COMMENTS:
DK			

1. GENERAL

The Bidder 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 Bidder, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Bidder 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, Bidder may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 through 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this contract to the extent provided by law.

M. ATTORNEY'S FEES

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

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 Response (Initial)	NOTES/COMMENTS:
DK			

Either party may assign the contract upon mutual written agreement of the other party. Such agreement shall not be unreasonably withheld. The Bidder retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Bidder's business. Bidder 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 Bidder 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 Response (Initial)	NOTES/COMMENTS:
DR			

The Bidder 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 Bidder 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.

P. FORCE MAJEURE

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

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

Q. CONFIDENTIALITY

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

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 Response (Initial)	NOTES/COMMENTS:
DR			

The contract may be terminated as follows:

1. The State and the Bidder, by mutual written agreement, may terminate the contract at any time.
2. The State, at its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Bidder. Such termination shall not relieve the Bidder of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Bidder shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Bidder 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 Bidder or of any substantial part of the Bidder'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 Bidder, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the Bidder under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Bidder has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Bidder has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Bidder under any of the chapters of Title 11 of the United States Code;
 - g. Bidder intentionally discloses confidential information;
 - h. Bidder has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

III. BIDDER DUTIES

A. INDEPENDENT BIDDER / OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

Bidder shall insure that the terms and conditions contained in any contract with a sub-contractor does not conflict with the terms and conditions of this contract.

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

The Bidder 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 Bidder is an individual or sole proprietorship, the following applies:

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

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

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

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

The Bidder 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 Bidders 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 Bidder guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Bidder shall insert a similar provision in all Subcontracts for goods or services to be covered by any contract resulting from this solicitation.

D. COOPERATION WITH OTHER BIDDERS

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

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

E. 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.

F. PERMITS, REGULATIONS, LAWS

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

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

G. NOTICE OF POTENTIAL BIDDER BREACH

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

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

H. ANTITRUST

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

The Bidder 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.

I. CONFLICT OF INTEREST

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

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 Request for 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.

J. STATE PROPERTY

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

The Bidder shall be responsible for the proper care and custody of any State-owned property which is furnished for the Bidder's use during the performance of the contract. The Bidder shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

K. SITE RULES AND REGULATIONS

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

The Bidder shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Bidder must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Bidder.

L. ADVERTISING

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

The Bidder 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 Response (Initial)	NOTES/COMMENTS:
DR			

The Bidder 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.

N. DRUG POLICY

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

Bidder certifies it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Bidder 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 Response (Initial)	NOTES/COMMENTS:
DR			

Despite any clause to the contrary, the Bidder 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 Bidder shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Bidder is unable to perform the services as warranted, Bidder shall reimburse Customer the fees paid to Bidder for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees, and costs.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

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

C. INVOICES

Invoices for payments must be submitted by the Bidder to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Bidder'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 Response (Initial)	NOTES/COMMENTS:
<i>JK</i>			

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 Bidder 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 Bidder 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 Bidder prior to the Effective Date of the contract, and the Bidder hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

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

H. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Bidder's performance of this contract upon a thirty (30) day written notice. Bidder 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 Bidder 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 Bidder shall make the Information available to the State at Bidder's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Bidder so elects, the Bidder 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 bidder be required to create or maintain documents not kept in the ordinary course of bidder's business operations, nor will bidder be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to bidder.

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

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 two and one-half of one percent (2.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Bidder, the Bidder shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Bidder agrees to correct any material weaknesses or condition found as a result of the audit.

V. SCOPE OF WORK

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

A. SCOPE

It is the intent of this bid invitation to establish a contract to supply **Articulated AWD Loader with Minimum 2.2 CY Bucket** per the attached specifications from date of award for a period of One (1) year with the option to renew for an additional Four (4) One (1) year periods when mutually agreeable to the bidder and the State. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the bidder and the State.

All items proposed shall be of the latest manufacture in production as of the date of the solicitation and be of proven performance and under standard design complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the **Articulated AWD Loader with Minimum 2.2 CY Bucket** whether or not they may be specifically mentioned below.

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

VI. TECHNICAL SPECIFICATIONS

A. BIDDER INSTRUCTIONS

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

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

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

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

B. NON-COMPLIANCE STATEMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Read these specifications carefully.
X			2. Any and all exceptions to these specifications must be written on or attached to solicitation response.
X			3. Any noncompliance may void your bid. Non-compliance to any single specification can void your bid.
X			4. It is the responsibility of Bidders to obtain information and clarifications as provided below.
X			5. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this solicitation by any Bidder.
NOTES/COMMENTS:			

C. ENGINE

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Diesel engine shall be a minimum of 5.9 Liter
X			2. Engine shall have minimum of 145 net horsepower developed at SAE J1349 or ISO 9249 under standard conditions with all accessories
X			3. Cold starting aid of either glow plugs or equivalent pre-heater or ether injection of Turner LP535-1 or Equivalent with cartridge required. Specify which one in the "NOTES/COMMENTS" section below.
X			4. Manufacturer's recommended muffler, alternator, and starter.
X			5. Full flow, throw away type oil filter(s) required.
X			6. Turbo II or Centri brand pre-cleaner or Equivalent OEM supplied rotary ejection style pre-cleaner required. Dual element air filtration is preferred.
X			7. Heavy duty radiator guard and crankcase guard is desired.
X			8. Engine housing side panels or tilt hood required.

X			9. Manufacturer's recommended type antifreeze protection to no less than 34 degrees below zero Fahrenheit required.
X			10. A 120-volt AC block heater with a sturdily mounted, male receptacle with cover that is conveniently located will be furnished in all water-cooled units.
X			11. Counter-balanced rain cap for exhaust preferred. Exhaust elbow is acceptable.
X			12. Please specify the Fuel Tank capacity in the "NOTES/COMMENTS" section below.
			13. Please specify the following:
			a. Engine Brand: <i>Komatsu</i>
			b. Engine Model: <i>SAA6D107E-3</i>
			c. Flywheel HP: <i>153</i>
			d. Governed RMP: <i>2000</i>
NOTES/COMMENTS: 3: Pre-Heater, grid 12: Fuel Tank 49.1 gallons			

D. DRIVE

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Torque converter/power shift with minimum three (3) speeds forward and two (2) reverse transmission. Hydrostatic transmission is also acceptable.
X			2. Inboard or outboard four (4)-wheel planetary final reduction.
X			3. Limited slip in front and/or rear differential required. Tither front or rear differential lock-up will be acceptable. Please state what is to be provided in comments.
X			4. Minimum forward travel speed will be approximately twenty (20) MPH.
NOTES/COMMENTS: 3: Differential lock			

E. TIRES & WHEELS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Four (4) 20.5R25, Michelin XTLA, or 550/65R25 XTLA tubeless, steel belted radial will be furnished. Please specify brand bidding in the "NOTES/COMMENTS" section below.
NOTES/COMMENTS: 1: Michelin			

F. BRAKES

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Brakes on all four (4) wheels.
X			2. Brakes shall be boosted, full hydraulic type or air brakes. Please specify type of brakes being bid in the "NOTES/COMMENTS" section below.
X			3. Air dryer of equivalent moisture remover required with air brakes.
X			4. Transmission drive or internal wet disk service brakes acceptable.
X			5. Parking brake required.
NOTES/COMMENTS: 2: Full hydraulic			

G. STEERING

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Articulated frame at wheelbase center point. Brakes on all four (4) wheels.
X			2. Turn to right and left of at least 35 degrees.
X			3. To be hydraulically assisted.
X			4. Turning radius at outside corner of bucket must not exceed 20 feet.
NOTES/COMMENTS:			

H. LOADER

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Static full turn tipping load must be 16,500 pounds or greater.
X			2. Joystick control if available from manufacturer.
X			3. General Purpose loader bucket to be minimum 2.2 CY struck SAE rated but not more than 3 CY heaped SAE rated.
X			4. Bucket shall be minimum ninety-six inches (96") wide but not less than the overall width of the machine. Bucket shall also be less than one hundred two inches (102") overall in width.
X			5. Dump clearance at full lift with bucket at forty-five (45) degrees discharge shall be at least nine (9) feet, two inches (2").
X			6. Roll back at grade shall be minimum of thirty-eight (38) degrees.
X			7. Minimum 17,700-pound breakout force.
X			8. Digging depth of at least 1.8 inches below grade with bucket bottom approaching position parallel to grade.

X			9. Bucket level indicator or automatic pre-set to dig position and adjustable automatic lift kick out required.
X			10. Bucket shall have a bolt-on cutting edge.
X			11. Z-bar linkage or Torque parallel linkage will be furnished
X			12. Loader shall be equipped with a suspension system for the loader boom cylinders. Ride Control/Suspension System to include any accumulators, valves, hydraulic lines and/or electrical circuits as required by manufacturer.
NOTES/COMMENTS:			

I. CAB

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The ROPS cab shall be of steel construction.
X			2. Cab shall be fully and tightly enclosed with sound suppression.
X			3. Tinted safety glass windshield, windows and door(s) required.
X			4. Cab to be equipped with mounting ladder.
X			5. Standard AM/FM Radio Installed.
X			6. Electric windshield wipers with washers both front and rear.
X			7. Inside rear-view mirror(s) and floor mat required.
X			8. Defroster fan and heater of adequate capacity for Nebraska required.
X			9. Unit to have rearview camera installed.
X			10. Unit shall have manufacturer's factory installed air conditioning.
X			11. Loader must be able to be operated with door(s) secured open.
X			12. Padded adjustable, cloth covered suspension seat with seat belt shall be provided.
NOTES/COMMENTS:			

J. REQUIRED INSTRUMENTS

YES	NO	NO & PROVIDE ALTERNATIVE	
		N/A	1. Air pressure gauge if air brakes.
X			2. Torque converter or transmission oil temperature gauge.

X			3. Fuel gauge or indicator.
X			4. Oil pressure gauge.
X			5. Engine temperature gauge.
X			6. Voltmeter, ammeter, or warning light for the 12- or 24-volt system.
X			7. Audible and visible alarm system for high engine temperature, low oil pressure and high transmission oil temperature.
X			8. An electronic, back-up alarm meeting OSHA requirements will be provided
NOTES/COMMENTS:			

K. HYDRAULIC SYSTEM

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Constantly driven, gear, piston or vane type pump required.
X			2. Replaceable system filter and pressure relief valve required.
X			3. System operation pressure shall not be in excess of 3,800 PSI.
X			4. Third Valve with all controls, Lines, Fittings, and couplers to front of loader boom for attachments.
NOTES/COMMENTS:			

L. COUNTERWEIGHTS

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

M. GENERAL

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The overall length of the loader will not be greater than twenty-four (24) feet, four (4) inches, with loader bucket level on the ground
X			2. The operation weight of loader with minimum 2.2 cubic yard bucket, ROPS cab and without optional accessories or calcium chloride in tires shall be a minimum of 24,000 pounds. Bidder should specify loader

			weight as described with bid in pounds in the "NOTES/COMMENTS" section below.
			3. Four (4) headlights two (2) at top of cab near corners and two (2) at bottom of cab near each side) required LED Type.
			4. One (1) rear working light to be provided LED Type
			5. Combination stop/taillight and horn to be furnished
			6. Drawbar hitch with pin is required.
			7. Turn signal and hazard flashing lights for front and rear must be furnished. LED Type
			8. Manufacturer's front and rear fenders required.
			9. A slow-moving vehicle emblem shall be mounted on the rear of loader and displayed as required per Nebraska Statutes.
			10. Emblem shall be mounted so as not to restrict airflow for cooling purposes.
NOTES/COMMENTS: 2: Operating Weight is 28,398			

N. NOISE LEVEL

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Bidders should supply with bid the following decibel level per SAE standards.
X			2. Please specify the sound exposure work cycle rating dba in the "NOTES/COMMENTS" section below.
NOTES/COMMENTS: 68 DBA			

O. RADIO FREQUENCY SHIELDING – CAUTION!!!

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The loader and/or installed components and equipment shall be compatible with the use of NDOT mobile and/or two-way communication devices. Main communication 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 loader 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 the radio/two-way when it is installed in chassis. NDOT will notify the vendor if normal operational parameters are not met due to degradation of signals caused by electromagnetic emissions from the chassis or installed components and equipment. The Vendor shall be required to work with NDOT personnel to reduce interference levels to a point acceptable to NDOT's normal radio operating parameters. The vendor shall have 30 days to resolve any radio frequency issues.

X			4. The 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 the Vendor cannot resolve the source of the 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 are current at the date of the bid. Should the loader and/or the installed components and equipment fail testing at the accredited lab, the vendor shall be responsible for all costs incurred for testing.
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 the contract will be cancelled.

NOTES/COMMENTS:

P. MANUALS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. An Operator's Manual should accompany each unit when delivered.
X			2. An Equipment Shop Repair Manual or CD ROM should accompany each unit when delivered.
X			a. If the Equipment Shop Repair Manual is available online the State must be able to access it free of charge for fifteen (15) years.
X			3. An Engine Shop Repair Manual or CD ROM should accompany each unit when delivered.
X			a. If the Engine Shop Repair Manual is available online the State must be able to access it free of charge for fifteen (15) years.
X			4. An Equipment Parts Manual or CD ROM should accompany each unit when delivered.
X			a. If the Equipment Parts Manual is available online the State must be able to access it free of charge for fifteen (15) years.
X			5. An Engine Parts Manual or CD ROM should accompany each unit when delivered.
X			a. If the Engine Parts Manual is available online the State must be able to access it free of charge for fifteen (1) years.
X			6. All manuals should be furnished upon delivery. Per Neb. Rev. Stat. 81-2403 Goods or service; payment in full; when required (3) "no 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....". Thus, payment will not be made until the unit and all required documents are received.

NOTES/COMMENTS:

Q. MISCELLANEOUS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The bidder should submit with their bid a list of any special tools that will be furnished with each unit.
X			2. Dealer's decals, stickers or other signs shall not be affixed to the unit. manufacturer's nameplates, stampings and other similar signs are acceptable.

X			3. Dealer's pre-delivery service required.
X			4. Manufacturer's standard yellow color.
X			5. Prior to the award of or entering into any agreement or contract it shall be the responsibility of the manufacturer and/or the 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.
NOTES/COMMENTS:			

R. WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The Manufacturer's usual warranty shall apply and shall be in effect for at least one (1) year from the date the unit is placed in service by the purchasing entity. The Bidder should supply warranty information with its bid.
X			2. The Vendor shall be responsible for all repairs to include parts, labor, and machine transportation cost during the twelve (12) month usual warranty period.
		Can run warranty out 5 yrs from delivery	3. The power train and engine shall be warranted for an additional five (5) years:
X			a. These guarantees are in addition to the standard twelve (12) month warrant and do not have any effect upon the standard warranty.
X			b. If the engine is not produced by the loader manufacturer, the vendor will guarantee that the engine will be repaired by a certified and registered engine warranty dealer or distributorship.
X			4. The following power train components are warranted to be free from defects in workmanship and material during the extended warranty period:
X			a. Engine (excluding radiator, alternator, starter, compressor, and other attachments)
X			b. Torque converter (if applicable), transmission.
X			c. Drive shafts and Universal joints.
X			d. Differential.
X			e. Transfer gear group.
X			f. Drive axles.
X			g. Drive pumps.
X			h. Drive motors.
X			i. Pinion and bevel gear.
X			j. Final drive gear train.
X			k. Computerized and electronic equipment.
X			5. 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 responsibility of the vendor and/or manufacturer. This warranty does not apply to normal maintenance service (such as engine tune-up) or normal replacement of service or wear items.

X			6. Any oil sampling or other necessary testing needed to implement this warranty must be included in writing with this bid. The NDOT 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 NDOT if sampling is required.
X			7. This extended coverage is subject to the following conditions and limitations:
X			a. Replacement parts provided are warranted for the remainder of the extended warranty period applicable to the product in which installed.
X			b. The machine may not be altered or modified in any manner which affects the mechanical operation as designed with written permission from the NDOT.
X			8. The following limitations shall be applicable to all guarantees:
X			a. Parts ordering and machine repair requests will occur during dealer's normal working hours.
X			b. The parts and machine repair guarantees will not apply to machines which have been substantially damaged by collision, accident, flood, fire, vandalism, or similar occurrence.
X			c. The parts and machine repair guarantees will not apply to machines when delay results from strikes (dealer, supplier, or carrier), act of God or other occurrences beyond vendor's reasonable control.
X			9. If machine cannot be repaired within thirty (30) days, a comparable loaner machine will be furnished to the State of Nebraska at no cost during the warranty period.

NOTES/COMMENTS: 3: I can offer powertrain warranty to 5 years total from time of delivery. Price reflects 5,000 hrs usage & machines come with 3yr / 2000hr service plan included

S. TRAINING

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Minimum of four (4) hours per loader at various locations throughout Nebraska by a factory trained representative in the operation and maintenance of loader. Fleet Management will contact the awarded bidder on schedule and places for this training.
NOTES/COMMENTS:			

T. SPECIFICATION FORM(S)

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Specification form(s) will be supplied by NDOT to the awarded bidder after a purchase order has been issued. The awarded bidder will be required to complete the specification form(s) 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, Per Neb. Rev. Stat. 81-2403 Goods or service; payment in full; when required (3) "no 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....". Thus, payment will not be made until the unit and all required documents are received.

NOTES/COMMENTS:

OPTIONS PAGES

U. QUICK HITCH WITH SPECIFIED BUCKET

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Quick hitch (coupler) system with bucket equivalent to bucket specified in Section VI, Subsection H-LOADER of main specifications.
X			2. The quick hitch and bucket will replace the manufacturer's loader factory bucket.
X			3. Acceptable brands are JRB, ACS or loader manufacturer's model. Please specify which brand you are bidding in the "NOTES/COMMENTS" section below.
X			4. The securing pins controls in the cab will hydraulically operate from loader's existing hydraulics.
X			5. Quick hitch and specified bucket manufacturer must recommend their unit for the loader bid.
X			6. Any operators and/or parts manuals available from manufacturer will be delivered with each unit.
NOTES/COMMENTS: 3: JRB			

V. QUICK ATTACH FORKLIFT ASSEMBLY

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Forklift assembly to be quick attach style and match the quick hitch with specified bucket. Quick hitch shall be JRB, ACS or loader manufacturer OEM supplied hitch.
X			2. Carriage width to be minimum fifty-three inches (53").
X			3. Tine length to be minimum sixty inches (60").
X			4. Manually adjustable tines of two and one half inch (2.5") X six inch (6").
X			5. Minimum Load Capacity of 10,000 pounds at twenty-four-inch (24") load center.
NOTES/COMMENTS:			

W. MULTI-PURPOSE BUCKET

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

<input checked="" type="checkbox"/>			3. Any additional valves, hydraulics, hoses, etc. will be furnished.
<input checked="" type="checkbox"/>			4. Bucket manufacturer must recommend the unit for loader proposed.
<input checked="" type="checkbox"/>			5. Any operators and/or parts manuals available from manufacturer will be delivered with each unit.
NOTES/COMMENTS:			

X. GRAPPLE FORK ATTACHMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
<input checked="" type="checkbox"/>			1. Grapple fork to GrabTec "GA" series or Equivalent to be mounted to bucket as specified in Section VI, Subsection H-LOADER of main specifications.
<input checked="" type="checkbox"/>			2. Grapple fork is to be delivered installed on the bucket. The Vendor shall be responsible for any transportation costs incurred to have the grapple fork mounted to the specified bucket.
<input checked="" type="checkbox"/>			3. Grapple assembly to be of a Quick Attach Style.
<input checked="" type="checkbox"/>			a. Install weight of grapple assembly to be minimum 1,200 pounds.
<input checked="" type="checkbox"/>			b. Hydraulic cylinder bore to be a minimum three inches (3").
<input checked="" type="checkbox"/>			c. Hydraulic hoses of adequate length with couplers shall be provided. The hoses shall be coupled to the loader's auxiliary circuit (Third Valve)
<input checked="" type="checkbox"/>			d. Fork teeth material to be minimum one inch (1") thick.
<input checked="" type="checkbox"/>			e. Teeth to be replaceable. Minimum of five (5) teeth per assembly.
<input checked="" type="checkbox"/>			f. Clamping force of fork assembly to be approximately 10,000 pounds rated with cylinder pressure of 3,750 psi.
<input checked="" type="checkbox"/>			g. Opening of forks measured from ground level to tip of teeth to be approximately eighty-six inches (86").
<input checked="" type="checkbox"/>			4. Any additional hydraulic valve hoses, excluding the auxiliary third valve, etc. will be furnished by the bidder..
<input checked="" type="checkbox"/>			5. Any operators and or parts manuals available from manufacturer will be delivered with each unit.
<input checked="" type="checkbox"/>			6. Attachment shall carry a one (1) year warranty to be provided by the fork manufacturer or by the vendor.
NOTES/COMMENTS:			

Y. WHEEL LOADER SCALE SYSTEM

YES	NO	NO & PROVIDE ALTERNATIVE	
<input checked="" type="checkbox"/>			1. Scale system to be Loup Electronics Weighlog 8000T or Equivalent and shall be installed and calibrated on loader.
<input checked="" type="checkbox"/>			2. Optional in-cab printer.
<input checked="" type="checkbox"/>			3. Hydraulic pressure sensors.
<input checked="" type="checkbox"/>			4. Reference and direction sensor.

NOTES/COMMENTS:

Z. ANNUAL USAGE, ESTIMATED

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity.
X			2. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract.
X			3. Bidder shall not impose minimum order requirements.
X			4. The estimated annual usage of the Articulated AWD Loader with Minimum 2.2 CY Bucket is Two (2) each.
NOTES/COMMENTS:			

AA. USAGE REPORT

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The bidder shall, upon request at any time by the State as determined by the State, provide a usage report of this contract by state agencies and political subdivisions. Information will include, but is not limited to, agency/political subdivision name, item name, item number and dollar amount.
NOTES/COMMENTS:			

BB. DELIVERY ARO

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Delivery desired within ninety (90) to one-hundred twenty (120) days ARO(s).
NOTES/COMMENTS: <i>We can currently meet 90-120 day delivery terms. As we all know with the current times that can change without notice.</i>			

CC. DELIVERY LOCATION

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. NDOT 5001 S 14 th Street Lincoln, NE 68512
NOTES/COMMENTS:			

DD. ORDERS

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

EE. QUALITY

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

FF. AUTHORIZED DEALER & WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. To the extent required by the manufacturer, the bidder shall be an authorized dealer. The bidder may be required to substantiate that they are an authorized dealer. Proof, if required, must be submitted to NDOT 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			<p>3. Bidder shall provide with their bid a list of approved OEM service, repair & parts locations in the State of Nebraska or within a four (4) hour response time. Each location on the list shall include the name, address, phone number, and an email address</p>
X			<p>4. Bidder shall provide with their bid a list of known locations of OEM Trained and/or certified service technicians in the State of Nebraska or in a four (4) hour response time. Each location on the list shall include the name, address, phone number, and an email address</p>
<p>NOTES/COMMENTS:</p>			

KOMATSU®

WA270-8

Tier 4 Final Engine

WHEEL LOADER

WA270



Photos may include optional equipment.

NET HORSEPOWER

149 HP @ 2000 rpm
111 kW @ 2000 rpm

OPERATING WEIGHT

28,208 – 29,079 lb
12795 – 13190 kg

BUCKET CAPACITY

2.5 – 3.5 yd³
1.9 – 2.7 m³

WALK-AROUND



Photos may include optional equipment.

NET HORSEPOWER

149 HP @ 2000 rpm
111 kW @ 2000 rpm

OPERATING WEIGHT

28,208 – 29,079 lb
12795 – 13190 kg

BUCKET CAPACITY

2.5 – 3.5 yd³
1.9 – 2.7 m³

WA270-8



HIGH PRODUCTION WITH LOW FUEL CONSUMPTION

Proven, Fourth Generation Hydrostatic Transmission:

- Quick Acceleration
- Dynamic Braking
- Variable Speed Traction Control
- Creeping Mode

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

A powerful **Komatsu SAA6D107E-3 engine** provides a net output of 111 kW **149 HP** with up to 3% improved fuel consumption. This engine is EPA Tier 4 Final emissions certified.

Variable Geometry Turbocharger (VGT) is hydraulically actuated to provide optimum air flow under all speed and load conditions. This Tier 4 Final version has improved performance.

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

Ample cooling capacity

- Auto-reversing fan is standard
- Wider core coolers

Fluid neutral or better

Combined fuel and DEF consumption is equal to or less than the WA270-7 fuel consumption.

Spacious cab provides the operator with improved comfort and visibility.

New high resolution monitor panel:

- Enhanced and intuitive on-board diagnostics
- Integrated with KOMTRAX Level 5
- Integrated with Komatsu Tier 4 Final technology

Rearview monitoring system is standard.

New high capacity air suspension seat with heat is standard.



Energy saving guidance:

- Six operator guiding messages
- Enhanced ecology gauge

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

Remote boom positioner can set kickout.

Versatile Parallel Z-bar (PZ) linkage for parallel lift.

Variable displacement piston pumps with Closed-Center Load Sensing System (CLSS) help reduce fuel consumption.

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

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

PERFORMANCE FEATURES

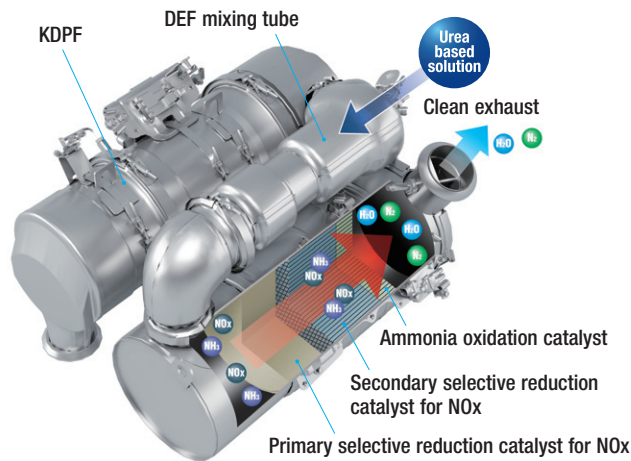
KOMATSU NEW ENGINE TECHNOLOGIES

New Tier 4 Final Engine

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

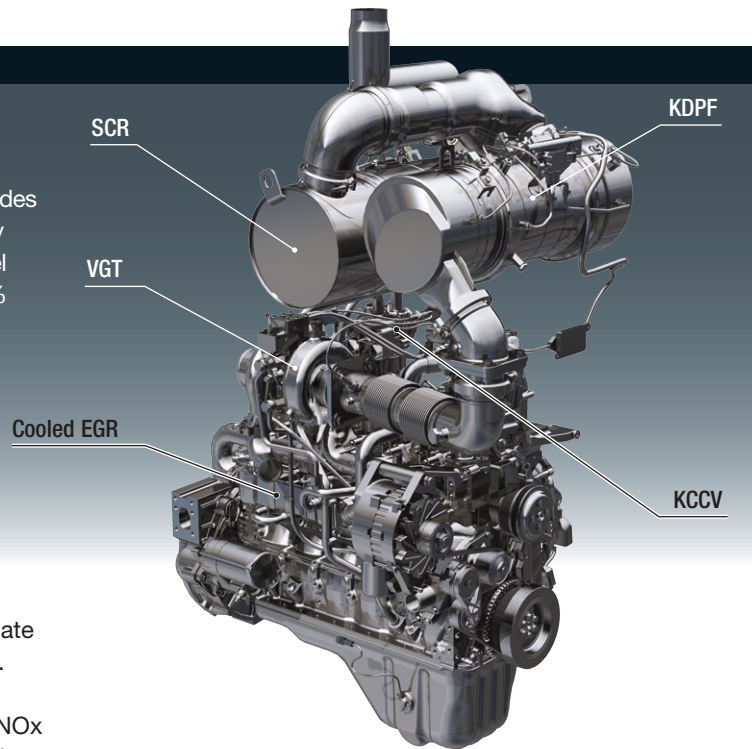
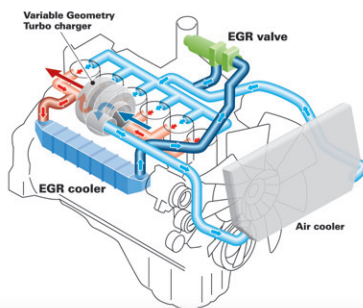
Technologies Applied to New Engine Heavy-Duty After Treatment System

This new system combines a Komatsu Diesel Particulate Filter (KDPF) and Selective Catalytic Reduction (SCR). The SCR NOx reduction system injects the precise amount of Diesel Exhaust Fluid (DEF) to break down NOx into non-toxic water vapor (H₂O) and nitrogen gas (N₂).



Heavy-Duty Cooled Exhaust Gas Recirculation (EGR) System

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

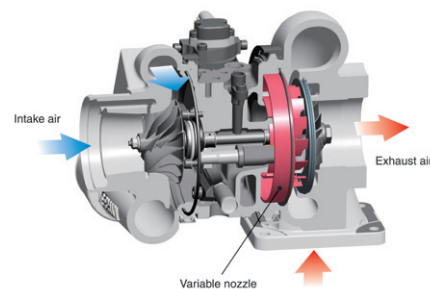


Advanced Electronic Control System

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

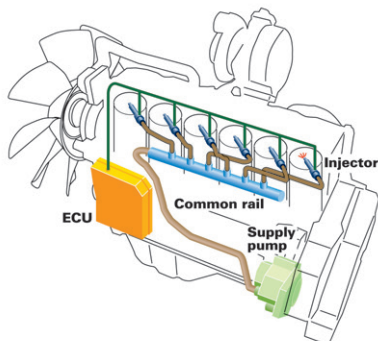
Variable Geometry Turbocharger (VGT) system

The VGT features proven Komatsu-designed hydraulic technology for robust and accurate control under all speed and load conditions for optimal engine performance. The VGT also provides precise exhaust temperature control for efficient KDPF regeneration. The Tier 4 Final version has a smaller impeller for improved performance.



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

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



Komatsu SmartLoader Logic

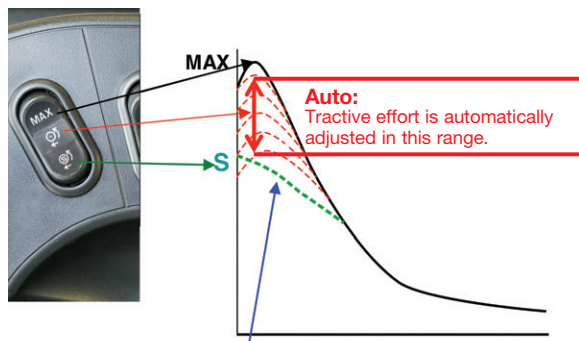
The WA270-8 features Komatsu SmartLoader Logic, which controls engine torque to match machine demands. For example, engine torque needs are higher for digging in V-shape loading, but lower when driving with an empty bucket. This system optimizes the engine torque for all applications to minimize fuel consumption. Komatsu SmartLoader Logic functions automatically and doesn't interfere with operation, saving fuel without decreasing production.

Hydrostatic Transmission (HST)

The HST provides quick travel response and aggressive drive into the pile. Full auto-shifting eliminates any gear shifting and kick-down operation to allow the operator to concentrate on the digging and loading. The HST also acts as a dynamic brake to slow the loader. This dramatically extends the life of the wet disc brakes.

Variable Traction Control System

The variable traction control system is designed to adjust the traction control for each working condition. S-mode reduces tire spin in slippery or snowy conditions. Auto-mode automatically optimizes the tractive effort for various working conditions. Max traction provides the full, 100%, tractive effort.



S-mode:
Improve tire slip ratio on snowy or slippery road condition

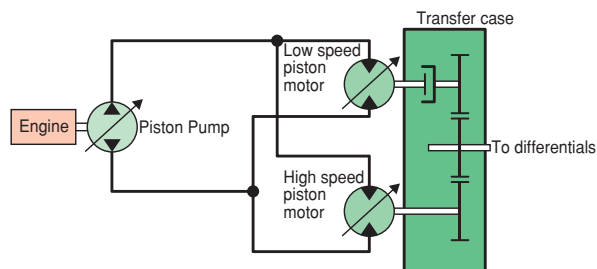
Creep Mode

Creep mode limits the travel speed in 1st speed range, while still allowing for full hydraulic flow.



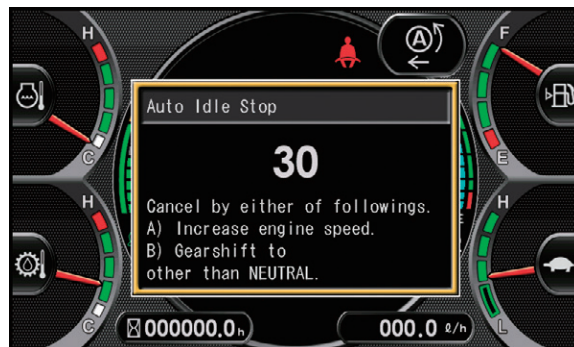
Closed-Center Load Sensing System (CLSS)

The one-pump, two-motor system utilizes a Closed-Center Load Sensing System (CLSS) pump. This system minimizes hydraulic loss for better fuel economy by delivering only as much flow as the job requires.



Komatsu Auto Idle Shutdown

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



OPERATOR ENVIRONMENT



New Operator Seat

A new standard, heated, air-suspension seat provides enhanced support on rough roads and dampens machine vibrations, providing a more comfortable ride for the operator. The angle of the armrest is fully adjustable for optimum operator comfort. A secondary F-N-R switch is incorporated into the standard multi-function mono lever.



Tiltable / Telescopic Steering Wheel

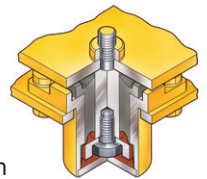
The operator can tilt and telescope the steering wheel to allow maximum comfort and control. The two-spoke steering wheel allows maximum visibility of the monitor panel and the forward work environment.



Low Noise Design

Operator's ear noise level: 68 dB(A)
Dynamic noise level (outside): 104 dB(A)

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



Increased Cab Storage Area

The WA270-8 cab features a storage box on each side of the cab to allow the operator to store items such as a beverage or lunch.





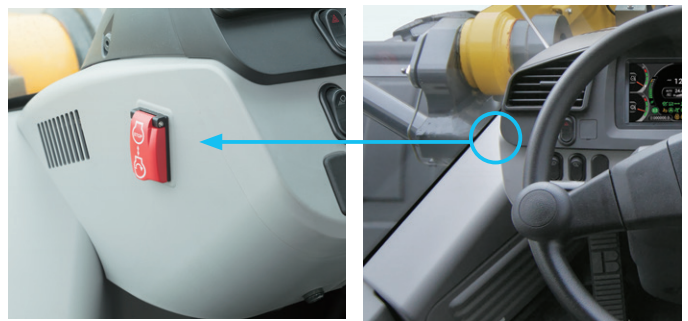
Standard Rear View Monitoring System

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



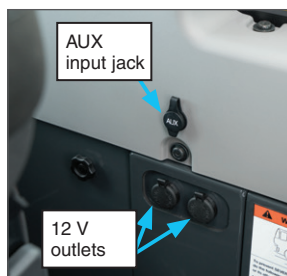
Engine Shutdown Secondary Switch

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



Auxiliary Input (MP3 Jack) 12 V Outlets

An Aux input for audio devices is standard as well as two 12 volt outlets. These are all located on the rear wall of the cab.



WORKING ENVIRONMENT



Easy Entry and Exit

The WA270-8 has an inclined ladder with wide steps and well-placed hand holds to ease entry and exit from the cab. The door latch can be reached from ground level to ease opening and closing the door.

Electronically Controlled Suspension System

The standard Electronically Controlled Suspension System or ride control system uses an accumulator, which absorbs some of the shock in the boom arm, giving the operator a much smoother ride. This reduces operator fatigue and reduces material spillage during load and carry operations. Ride control is speed sensitive and the activation speed can be adjusted in the monitor panel.

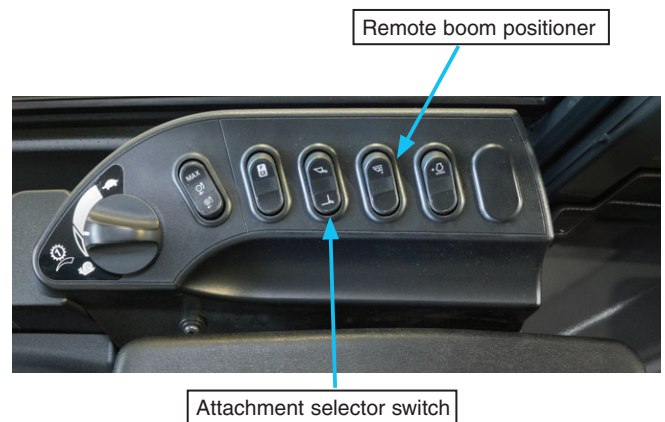
Multi-Function Mono Lever

The multi-function mono lever with EPC control for 3rd spool is standard. It includes a forward-neutral-reverse switch for quick and easy travel. Third spool attachments can be set to continual or proportional control via the monitor panel. This allows the operator to control the boom, bucket and attachment, all with a single lever.



Remote Boom Positioner

The operator can set the upper boom limit from the cab.



Attachment Selector Switch

Coupler equipped machines, which use buckets and forks, require a different flat level setting when switching between attachments. The attachment selector switch found in coupler equipped machines tells the loader which flat level to use.

INFORMATION & COMMUNICATION TECHNOLOGY

New High Resolution LCD Monitor Panel

The new seven inch color LCD monitor panel displays operational information, ecology guidance and maintenance records. Information such as traction mode, coolant temp, oil and fuel levels are easy to read and help keep the operator informed of the machine's settings and conditions.

Machine monitor

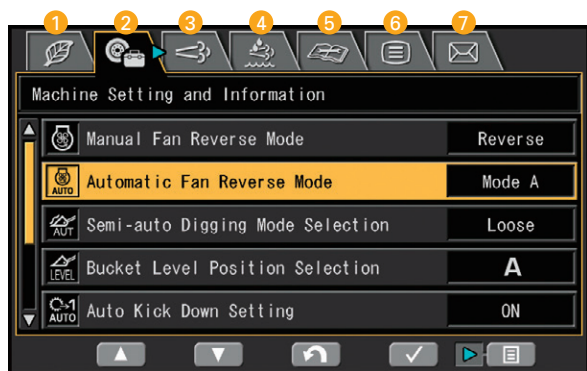
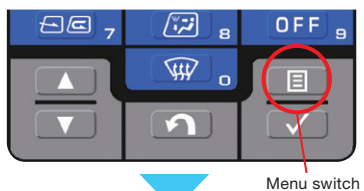
- 1 LCD unit
- 2 LED unit
- 3 Engine tachometer
- 4 Speedometer
- 5 Ecology gauge
- 6 Air conditioner display
- 7 Traction level
- 8 Engine coolant temperature gauge
- 9 Fuel gauge
- 10 HST oil temperature gauge
- 11 Variable speed display
- 12 Message pilot lamp
- 13 Pilot lamps
- 14 DEF level gauge

Switch panel

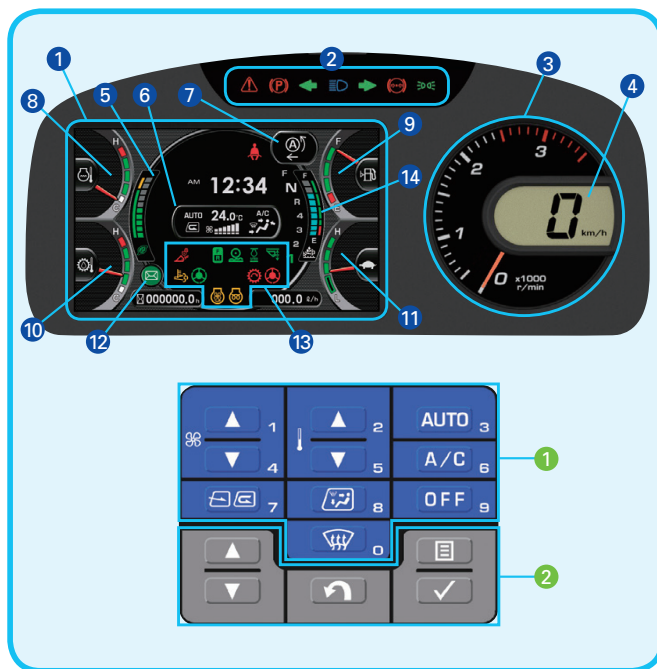
- 1 Air conditioner switches / Numeral key pad
- 2 Function switches

Visual user menu

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



- 1 Energy saving guidance
- 2 Machine settings
- 3 Aftertreatment devices regeneration
- 4 SCR information
- 5 Maintenance
- 6 Monitor setting
- 7 Mail check



Operator identification function

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



Monitor Panel with troubleshooting function minimizes downtime

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

Replacement times for oil and filters are also indicated.



MAINTENANCE FEATURES



WA270-8

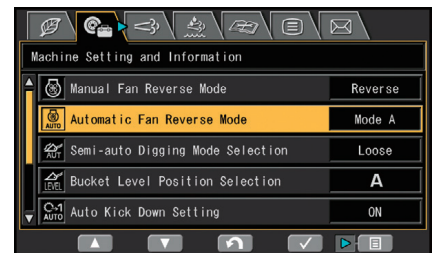
Side-opening Gull-wing Engine Doors

The large, gull-wing-type engine doors require minimal effort to open and close, thanks to gas assisted struts. The doors make access and daily maintenance easy. Large steps on each side of the frame also enhance accessibility.



Auto Reversing Fan

The engine cooling fan is hydraulically driven. It can be set to reverse automatically during operation. Fan reverse mode and timing can be controlled through the monitor.



Swing-Out Type Cooling Fan and Wide Core Radiator

The cooling fan swings out for easier cleaning. The coolers feature wide-spaced cooling fins to reduce clogging.



DEF Tank

The DEF tank is easily accessed behind the RH side ladder. An external sight gauge helps prevent overflow and spillage while refilling.



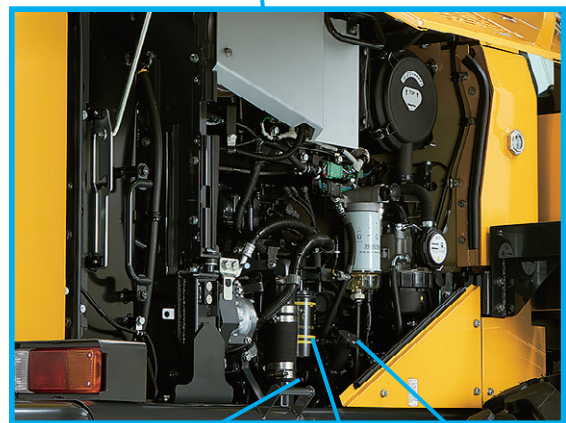
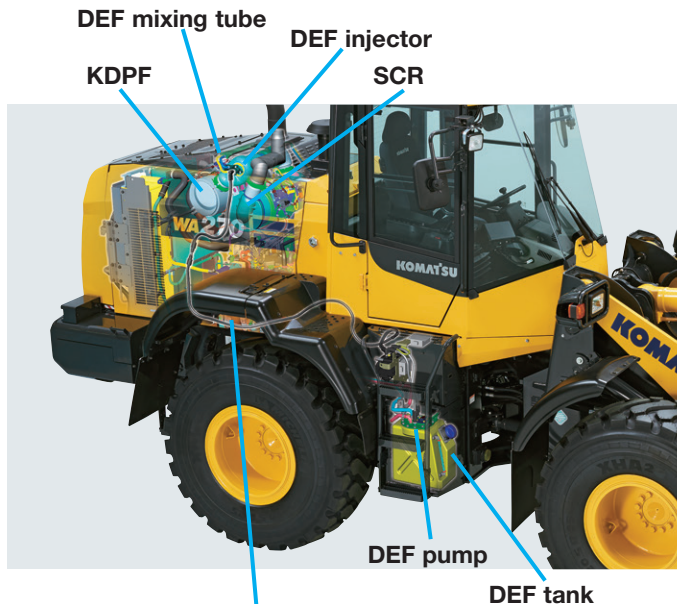
Battery Disconnect Switch

The battery disconnect switch is located on the right side of the machine. This can be used to disconnect power when performing service work on the machine.



Engine Compartment

The WA270-8 engine compartment is designed for easy serviceability. Placement of maintenance items, such as filters, dipsticks, and oil-fill locations are laid out for easy-to-reach, ground-level access.



Rear Full Fenders (Option)

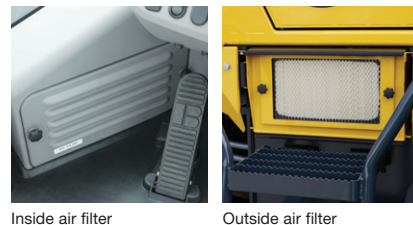
The WA270-8 has a new rear fender option. The rear fenders open upward and use gas-assist struts, which require low lift force.

The fenders swing up with the gull-wing doors to give the technician easy access to the engine compartment. Mud flaps are also included on the rear fenders.



Cab Air Filter

The inside and outside air filters can be replaced easily without the need for tools. The outside filter is located behind a lockable door for security.

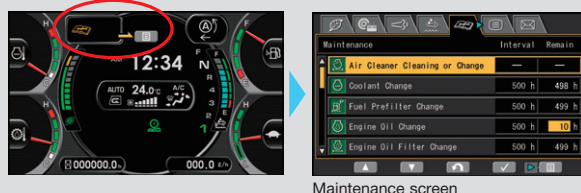


Maintenance Information

“Maintenance time caution lamp” display

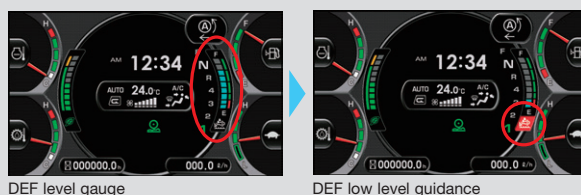
When the time before required maintenance dips below 30 hours*, the maintenance-time monitor appears. Pressing the menu switch displays the maintenance screen.

* : The setting can be changed within the range between 10 and 200 hours.



Supports DEF level and refill timing

The DEF level gauge is displayed continuously on the monitor panel. In addition, when the refill timing is reached, the DEF-low-level icon appears to alert the operator.



KOMATSU PARTS & SERVICE SUPPORT



KOMATSU CARE

Program Includes:

*The WA270-8 comes standard with complimentary factory scheduled maintenance for the first 3 Years or 2,000 Hours, whichever comes first.

Planned Maintenance Intervals at:

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

Benefits of Using Komatsu CARE

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

Complimentary KDPF Exchanges

The WA270-8 comes standard with 2 Complimentary KDPF Exchange units for the first 5 Years or 9000 hours whichever comes first. The suggested KDPF Exchange unit service intervals are 4500 hours & 9000 hours during the first 5 Years. End user must have authorized Komatsu distributor perform the removal & installation of the KDPF.

Complimentary SCR Maintenance

The WA270-8 also includes 2 factory recommended services of the Selective Catalytic Reduction (SCR) Diesel Exhaust Fluid (DEF) system during the first 5 Years or 9000 hours whichever comes first. The service includes factory recommended DEF tank flush & strainer cleaning at the suggested service intervals of 4500 hours & 9000 hours.

Interval PM	i250	500	1000	1500	2000
CLEAN AC FRESH AND RECIRC AIR FILTERS	✓				
REPLACE HYDRAULIC OIL FILTER ELEMENT	✓				
REPLACE HST OIL FILTER	✓		✓		✓
KOWA SAMPLING – (Engine, Front Axle & Rear Axle, Hydraulics, Transfer case)	✓	✓	✓	✓	✓
CHECK AND CLEAN AIR CLEANER	✓	✓	✓	✓	✓
CHECK AND CLEAN FUEL BREATHER ELEMENT	✓	✓	✓	✓	✓
LUBRICATE REAR AXLE PIVOT PIN	✓	✓	✓	✓	✓
LUBRICATE WORK EQUIPMENT	✓	✓	✓	✓	✓
DRAIN SEDIMENT FROM FUEL TANK	✓	✓	✓	✓	✓
COMPLETE 50 POINT INSPECTION FORM; LEAVE PINK COPY WITH CUSTOMER OR IN CAB	✓	✓	✓	✓	✓
RESET MONITOR PANEL MAINTENANCE COUNTER FOR APPROPRIATE ITEMS	✓	✓	✓	✓	✓
CHANGE ENGINE OIL		✓	✓	✓	✓
REPLACE ENGINE OIL FILTER		✓	✓	✓	✓
REPLACE AC FRESH & RECIRC AIR FILTERS		✓	✓	✓	✓
REPLACE FUEL PRE-FILTER		✓	✓	✓	✓
REPLACE FUEL MAIN FILTER			✓	✓	✓
CHANGE OIL IN TRANSFER CASE			✓	✓	✓
CLEAN TRANSFER CASE STRAINER			✓	✓	✓
CLEAN TRANSFER BREATHER			✓	✓	✓
LUBRICATE CENTER HINGE PIN			✓	✓	✓
CHANGE OIL IN HYDRAULIC TANK				✓	✓
REPLACE HYDRAULIC TANK BREATHER ELEMENT					✓
REPLACE DEF TANK BREATHER					✓
REPLACE DEF PUMP FILTER					✓
CLEAN HYDRAULIC TANK STRAINER					✓
CHANGE FRONT AND REAR AXLE OIL					✓
CLEAN BRAKE CIRCUIT STRAINER					✓
REPLACE KCCV FILTER					✓
FACTORY TRAINED TECHNICIAN LABOR	✓	✓	✓	✓	✓
2 KDPF Exchanges at 4,500 Hrs and 9,000 Hrs.					
2 SCR System Maintenance Services at 4,500 Hrs. and 9000 Hrs.					

Komatsu CARE® – Extended Coverage

- Extended Coverage can provide peace of mind by protecting customers from unplanned expenses that effect cash flow
- Purchasing extended coverage locks-in the cost of covered parts and labor for the coverage period and helps turn these into fixed costs



Komatsu Parts Support

- 24/7/365 to fulfill your parts needs
- 9 parts Distribution Centers strategically located across the U.S. and Canada
- Distributor network of more than 300 locations across U.S. and Canada to serve you
- Online part ordering through Komatsu eParts
- Remanufactured components with same-as-new warranties at a significant cost reduction



Komatsu Oil and Wear Analysis (KOWA)

- KOWA detects fuel dilution, coolant leaks, and measures wear metals
- Proactively maintain your equipment
- Maximize availability and performance
- Can identify potential problems before they lead to major repairs
- Reduce life cycle cost by extending component life

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

WA270-8

KOMTRAX EQUIPMENT MONITORING

GET THE WHOLE STORY WITH
KOMTRAX[®]

✓ **WHAT**

- KOMTRAX is Komatsu's remote equipment monitoring and management system
- KOMTRAX **continuously monitors and records** machine health and operational data
- Information such as fuel consumption, utilization, and a detailed history **lowering owning and operating cost**

✓ **WHEN**

- Know when your machines are **running or idling** and make decisions that will improve your fleet utilization
- Detailed movement records ensure you know when and where your equipment is moved
- Up to date records allow you to **know when maintenance is due** and help you plan for future maintenance needs

✓ **WHERE**

- KOMTRAX data **can be accessed virtually anywhere** through your computer, the web or your smart phone
- Automatic alerts keep fleet managers up to date on the latest machine notifications

✓ **WHY**

- Knowledge is power - **make informed decisions** to manage your fleet better
- Knowing your idle time and fuel consumption will help maximize your machine efficiency
- **Take control of your equipment** - any time, anywhere

✓ **WHO**

- KOMTRAX is **standard** equipment on all Komatsu construction products



KOMTRAX[®]

For construction and compact equipment.

KOMTRAX Plus[®]

For production and mining class machines.

SPECIFICATIONS



ENGINE

Model..... Komatsu SAA6D107E-3*
 Type..... Water-cooled, 4-cycle
 Aspiration..... Variable geometry turbo-charged, after-cooled, cooled EGR
 Number of cylinders..... 6
 Bore..... 107 mm **4.21"**
 Stroke..... 124 mm **4.88"**
 Piston displacement..... 6.69 ltr **408 in³**
 Governor..... All-speed, electronic
 Horsepower:
 SAE J1995..... Gross 115 kW **153 HP**
 ISO 9249 / SAE J1349..... Net 111 kW **149 HP**
 Rated rpm..... 2000 rpm
 Max power - ISO 14396..... 111 kW **149 HP @ 1650 rpm**
 Fan drive method for radiator cooling..... Hydraulic
 Fuel system..... Direct injection
 Lubrication system:
 Method..... Gear pump, force-lubrication
 Filter..... Full-flow type
 Air cleaner..... Dry type with double elements and dust evacuator, plus dust indicator

*EPA Tier 4 Final emissions certified



TRANSMISSION

Transmission..... Hydrostatic, 1 pump, 2 motors with speed range select

Travel speed	Forward	Reverse
1st	1.0 - 13.0 km/h 0.6 - 8.1 mph	1.0 - 13.0 km/h 0.6 - 8.1 mph
2nd	13.0 km/h 8.1 mph	13.0 km/h 8.1 mph
3rd	19 km/h 11.8 mph	19 km/h 11.8 mph
4th	38.0 km/h 23.6 mph	38.0 km/h 23.6 mph

Measured with 20.5-R25 tires



AXLES AND FINAL DRIVES

Drive system..... Four-wheel drive
 Front..... Fixed, semi-floating
 Rear..... Center-pin support, semi-floating, 24° total oscillation
 Reduction gear..... Spiral bevel gear
 Differential gear..... Torque proportioning
 Final reduction gear..... Planetary gear, single reduction



BRAKES

Service brakes..... Hydraulically actuated, wet disc brakes actuate on four wheels
 Parking brake..... Wet, multi-disc brake on transfer output shaft
 Secondary brake..... Parking brake is commonly used



STEERING SYSTEM

Type..... Articulated type, fully-hydraulic power steering
 Steering angle..... 38° each direction (40° to max end stop)
 Minimum turning radius at the center of outside tire..... 5175 mm **17' 0"**



HYDRAULIC SYSTEM

Steering system:
 Hydraulic pump..... Piston pump, in common with loader control
 Capacity..... 150 ltr/min **39.6 U.S. gal/min** at rated rpm
 Relief valve setting..... 20.6 MPa 210 kgf/cm² **3,000 psi**
 Hydraulic cylinders:
 Type..... Double-acting, piston type
 Number of cylinders..... 2
 Bore x stroke..... 70 mm x 453 mm **2.76" x 17.8"**
 Loader control:
 Hydraulic pump..... Piston pump, in common with steering system
 Capacity..... 150 ltr/min **39.6 U.S. gal/min** at rated rpm
 Relief valve setting..... 31.4 MPa 320 kgf/cm² **4,554 psi**
 Hydraulic cylinders:
 Type..... Double-acting, piston type
 Number of cylinders—bore x stroke:
 Lift cylinder..... 2- 110 mm x 717 mm **4.3" x 28.2"**
 Bucket cylinder..... 1- 140 mm x 480 mm **5.5" x 18.9"**
 Control valve..... 2-spool type
 Control positions:
 Boom..... Raise, hold, lower, and float
 Bucket..... Tilt-back, hold, and dump
 Hydraulic cycle time (rated load in bucket)
 Raise..... 6.0 sec
 Dump..... 2.0 sec
 Lower (Empty)..... 3.2 sec

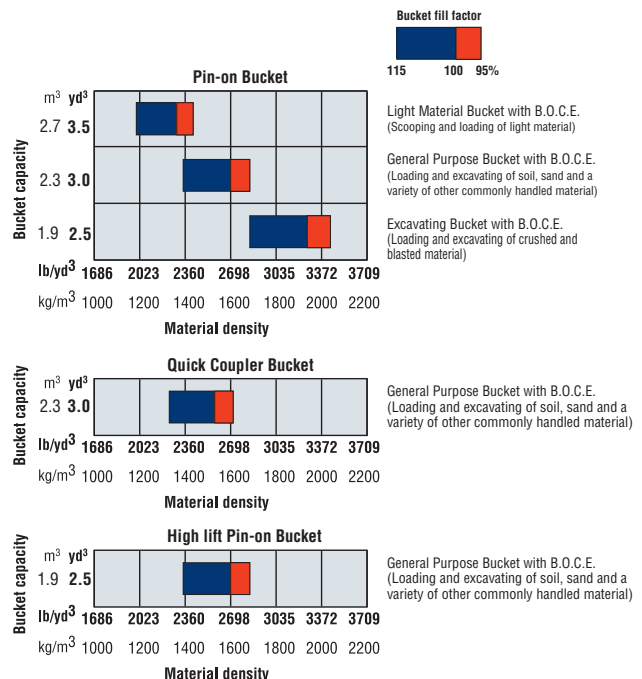


SERVICE REFILL CAPACITIES

Cooling system..... 33.3 ltr **8.8 U.S. gal**
 Fuel tank..... 186 ltr **49.1 U.S. gal**
 Engine..... 23 ltr **6.1 U.S. gal**
 Hydraulic system..... 80 ltr **21.1 U.S. gal**
 Axle front..... 18.5 ltr **4.9 U.S. gal**
 Axle rear..... 18.0 ltr **4.8 U.S. gal**
 Transfer case..... 7 ltr **1.8 U.S. gal**
 DEF tank..... 14 ltr **3.7 U.S. gal**



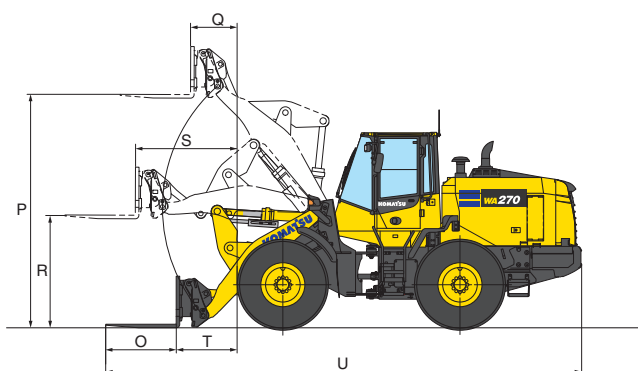
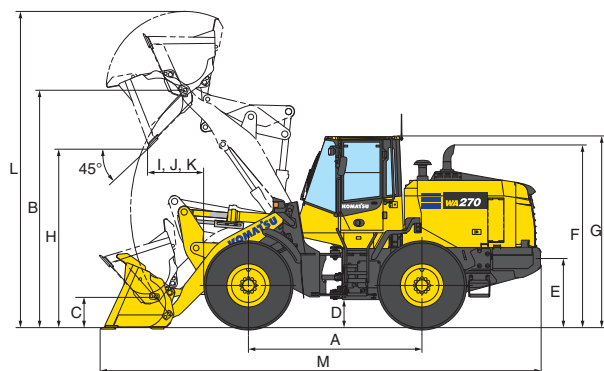
BUCKET SELECTION GUIDE





DIMENSIONS

Measured with 20.5-R25(L3) Tires, ROPS/FOPS cab



Tread		1930 mm	6'4"
Width over tires		2505 mm	8'3"
A Wheelbase		2900 mm	9'6"
B Hinge pin height,	Standard Boom	3965 mm	13'0"
max. height	High Lift Boom	4390 mm	14'5"

C Hinge pin height,	Standard Boom	515 mm	1'8"
carry position	High Lift Boom	630 mm	2'1"
D Ground clearance		465 mm	1'6"
E Hitch height		950 mm	3'1"
F Overall height, top of the stack		3050 mm	10'0"
G Overall height, ROPS cab		3200 mm	10'6"

BUCKET

	High Lift				
	General Purpose Bucket w/ Pin On B.O.C.E.	Excavating Bucket w/ Pin On B.O.C.E.	Light Material Bucket w/ Pin On B.O.C.E.	General Purpose Bucket w/ Quick Coupler B.O.C.E.	Excavating Bucket w/ Pin On B.O.C.E.
Bucket capacity: heaped	2.3 m ³ 3.0 yd³	1.9 m ³ 2.5 yd³	2.7 m ³ 3.5 yd³	2.3 m ³ 3.0 yd³	1.9 m ³ 2.5 yd³
struck	2.1 m ³ 2.7 yd³	1.6 m ³ 2.1 yd³	2.4 m ³ 3.1 yd³	2.1 m ³ 2.7 yd³	1.6 m ³ 2.1 yd³
Bucket width	2550 mm 8'4"	2550 mm 8'4"	2550 mm 8'4"	2685 mm 8'10"	2550 mm 8'4"
Bucket weight	970 kg 2,138 lb	885 kg 1,951 lb	1030 kg 2,271 lb	1075 kg 2,370 lb	771 kg 1,700 lb
H Dumping clearance, max. height and 45° dump angle*	2975 mm 9'9"	3055 mm 10'0"	2880 mm 9'5"	2865 mm 9'5"	3480 mm 11'5"
I Reach at max. height and 45° dump angle*	945 mm 3'1"	865 mm 2'10"	1040 mm 3'4"	1090 mm 3'7"	966 mm 3'2"
J Reach at 2130 mm 7° clearance and 45° dump angle*	1590 mm 5'3"	1545 mm 5'1"	1635 mm 5'4"	1635 mm 5'4"	1975 mm 6'6"
K Reach with arm horizontal and bucket level*	2370 mm 7'9"	2255 mm 7'5"	2505 mm 8'3"	2450 mm 8'0"	2655 mm 8'9"
L Operating height (fully raised)	5285 mm 17'4"	5150 mm 16'11"	5435 mm 17'10"	5360 mm 17'7"	5700 mm 18'7"
M Overall length (bucket on ground)	7360 mm 24'2"	7310 mm 24'0"	7475 mm 24'6"	7465 mm 24'6"	7750 mm 25'5"
Loader clearance circle (bucket at carry, outside corner of bucket)	12050 mm 39'6"	11990 mm 39'4"	12130 mm 39'10"	12220 mm 40'0"	12370 mm 40'7"
Digging depth: 0°	130 mm 5"	130 mm 5"	130 mm 5"	110 mm 4.3"	235 mm 9"
10°	325 mm 1'1"	310 mm 12"	350 mm 1'2"	320 mm 12.6"	430 mm 1'5"
Static tipping load: straight	10330 kg 22,774 lb	10420 kg 22,972 lb	10235 kg 22,564 lb	9765 kg 21,528 lb	9910 kg 21,848 lb
40° full turn	8930 kg 19,687 lb	9020 kg 19,886 lb	8865 kg 19,544 lb	8525 kg 18,794 lb	8510 kg 18,761 lb
Breakout force	131 kN 13375 kgf 29,487 lb	147 kN 14965 kgf 32,992 lb	116 kN 11805 kgf 26,026 lb	111 kN 11370 kgf 25,067 lb	154 kN 15700 kgf 34,621 lb
Operating weight	12880 kg 28,396 lb	12795 kg 28,208 lb	12940 kg 28,528 lb	13190 kg 29,079 lb	12910 kg 28,462 lb

* At the end of tooth or B.O.C.E.

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

FORK

	Fork With Quick Coupler
O Fork tine length	1220 mm 4'0"
P Ground to top of tine at maximum lift	3825 mm 12'7"
Q Reach at maximum lift	810 mm 2'8"
R Ground to top of tine - boom and tine level	1840 mm 6'0"
S Reach - boom and tine level	1715 mm 5'6"
T Reach - tine level on ground	1055 mm 3'6"
U Overall length - tine level on ground	7860 mm 25'9"
Static tipping load - boom level: straight	7320 kg
fork level, tine center	16,138 lb
40° full turn	6405 kg
Operating weight	12905 kg 28,451 lb

Operating load per SAE J1197 (Oct, 2011), 50% of static tipping load.

Static tipping load and operating weight shown include lubricant, coolant, full fuel tank, ROPS cab and operator. Machine stability and operating weight affected by tire size and attachments.



WEIGHT CHANGES

Tires or attachments	Change in operating weight		Change in tipping load				Width over tires		Ground clearance		Change in vertical dimensions	
	kg	lb	Straight		Full turn		mm	ft in	mm	ft in	mm	ft in
			kg	lb	kg	lb						
20.5-25-12PR (L2)	-165	-364	-115	-254	-100	-220	2470	8' 1"	465	1' 6"	0	0
Remove additional counterweight	-280	-617	-515	-1135	-440	-970	0	0	0	0	0	0



STANDARD EQUIPMENT

- 2-spool valve for boom and bucket control
- Alternator, 24 V/ 90 A
- Automatic hydraulic-driven fan with automatic reverse rotation
- Back-up alarm
- Batteries, 92 Ah/12V (2), 680 CCA
- Battery disconnect
- Boom kick-out, in-cab adjustable
- Bucket positioner
- Color, rear-view camera and monitor
- Counterweight, standard and additional
- Electronically Controlled Suspension System
- Engine, Komatsu SAA6D107E-3 diesel
- Engine shut-off system, electric
- Equipment Management Monitoring System (EMMS)
 - Lights (central warning, brake oil pressure, engine oil pressure, parking brake, cooling fan reverse, KDPF restriction, seat belt caution, Komtrax message)
 - Gauges (DEF level, Engine water temperature, ecology, Fuel level, HST oil temperature, speedometer/tachometer), variable speed display
- Front fenders
- Fuel pre-filter with water separator
- Horn, electric
- Hydrostatic transmission
- Komatsu SmartLoader Logic
- Komatsu Auto Idle Shutdown
- KOMTRAX® Level 5
- Lift cylinders and bucket cylinder
- Lights
 - Back-up light
 - Stop and tail light
 - Turn signal lamps, 2 front and 2 rear with hazard switch
 - Working lights, halogen, 2 front cab mount
 - Working lights, halogen, 2 front fender mount
 - Working lights, halogen, 2 rear grill mount
- Loader linkage with standard lift arm
- Multifunction mono-lever loader control with transmission F/R switch
- Parking brake, electric
- Radiator, wider core
- Radiator mask, swing up
- Rear view mirrors, outside (2) inside (2)
- Rims for 20.5-R25 tires
- ROPS/FOPS Cab Level 2
 - 2 x DC12V electrical outlets
 - Ashtray
 - Auto air conditioner
 - Cigarette lighter, 24V
 - Color LCD/TFT multi-monitor
 - Cup holder
 - Floor mat
 - Operator seat, reclining, air suspension type, heated
 - Radio, AM/FM with AUX input jack
 - Rear defroster, electric
 - Seatbelt, 2-point retractable, 76mm 3" width
 - Space for lunch box
 - Steering wheel, tilt and telescopic
 - Sun visor, front window
 - Windshield washer and wiper, front with intermittent
 - Windshield washer and wiper, rear
- Service brakes, wet disc type
- Starting motor, 5.5 kW
- Transmission speed ranges, 4 forward and 4 reverse
- Vandalism protection kit, padlocks for battery box (2)



OPTIONAL EQUIPMENT

- Auxiliary steering (SAE)
- Centrifugal engine air pre-cleaner
- Cutting edge (bolt-on type)
- Engine oil and coolant heater
- Guarding package
- High lift boom and bucket cylinder
- Limited slip differential (F&R)
- Lube system
- Quick coupler
- Rear full fenders
- Three-spool valve (will utilize integrated proportional control switch included in the multi-function mono-lever) and piping
- Various tire options, radial and bias
- Various bucket and fork options

AESS902-04

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KOMATSU®

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

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WA270-8



Komatsu CARE PLUS

PM Intervals	500	1000	2000
Perform Kowa Sampling (5 Samples) - Engine, Hydraulics, Transfer Case, Front and Rear Axle	✓	✓	✓
Reset Monitor Panel Maintenance Counter	✓	✓	✓
Change Engine Oil	✓	✓	✓
Replace Engine Oil Filter	✓	✓	✓
Replace A/C Fresh and Recirculating Air Filters	✓	✓	✓
Replace Fuel Pre-Filter	✓	✓	✓
Replace Fuel Main Filter	✓	✓	✓
Lubricate Rear Axle Pivot Pin	✓	✓	✓
Lubricate Work Equipment	✓	✓	✓
Drain Sediment from Fuel Tank	✓	✓	✓
Replace HST Oil Filter		✓	✓
Change Oil In Transfer Case		✓	✓
Clean Transfer Case Strainer		✓	✓
Clean Transfer Case Breather		✓	✓
Lubricate Center Hinge Pin		✓	✓
Change Oil In Hydraulic Tank			✓
Replace Hydraulic Tank Breather Element			✓
Replace DEF Tank Breather			✓
Replace DEF Pump Filter			✓
Replace KCCV Filter			✓
Clean Hydraulic Tank Strainer			✓
Change Front and Rear Axle Oil			✓
Factory Trained Technician Labor	✓	✓	✓
50 Pt Inspection	✓	✓	✓
Price			

Coolant replacement will be included in maintenance intervals starting every 6,000 hrs.

Contract Agreement

Machine Model: _____

Serial Number: _____

Length: _____

Duration: _____

Program Information

Komatsu CARE PLUS includes all manufacturer outlined maintenance items and is serviceable at any authorized Komatsu dealer nationwide. Coverage can start at 0 SMR overlapping with some of your complimentary Komatsu CARE (3 years, 2,000 hours) services or any time after that.

Benefits

- National Service Coverage
- Service Records
- Komatsu CARE Certified Eligibility
- Travel Included
- Major Component Assurance and 100% Core Guarantee
- Special Financing

Guaranteed

Komatsu Genuine Parts – You purchased a premium product, so we protect it with premium parts. Only Komatsu genuine parts are used for your equipment's maintenance to assure quality performance and long-term durability.

Certified Labor – We've got your back! With our network of factory trained technicians, we're doing much more than just maintaining your equipment, we're also performing a 50pt inspection every service to make sure your Komatsu stays running at full throttle.

KOWA – Komatsu Oil & Wear Analysis allows us to monitor and detect any abnormalities in your machine's condition maintenance; allowing us to prevent catastrophic failures and minimize downtime.

KOMTRAX – Have a busy schedule? We'll monitor your Komatsu through our Komtrax telematics solution to automatically schedule your next maintenance and notify you when it's done. Let us make your experience hassle free.

Major Component Assurance – We assure the essentials are backed up, that's why Komatsu CARE PLUS provides a prorated parts credit on all your equipment's major components. Coverage is only available for the length of the contract period.



Komatsu CARE PLUS Terms & Conditions

1. Coverage:

- a. Subject to the terms and conditions below, authorized Distributors will provide Komatsu genuine parts, labor and other services required to properly execute maintenance activities outlined in "Covered Items."
- b. The Machine will be eligible for this coverage starting at _____ SMR hours (MM/DD/YYYY) and expiring the earlier of the date when the Machine has accumulated _____ SMR hours or _____MM/DD/YYYY. The phrase "SMR hours" represent the engine run time for the Machine and are measured using the hour meter or monitor panel installed in the Machine's operator cab.

2. Terms and Conditions:

- a. It is the responsibility of the nearest servicing branch within distributors territory to the location of set machine to perform outlined maintenance service in accordance to the machine model specific reimbursement policy letter for appropriate service maintenance interval. Distributor should notify customer of planned service date minimum of 72 hours in advance via MyKomatsu.com, Genuine Care Portal, or other communication platform.
- b. It is the responsibility of the customer to confirm scheduled date and relinquish set machine for maintenance upon arrival of distributor personnel. If the customer has a conflict on scheduled date, he/she must notify servicing distributor to perform maintenance on a different date so long as all terms and conditions are met. Failure to release or prolong release of set machine when distributor personnel arrive can be subject to additional charges in technician time or second trip travel.
- c. Customer is to have machine available for distributor personnel in reasonable cleanliness conditions as to allow the technician to properly execute tasks. The machine is to be set in a safe working environment that allows access to perform maintenance.
- d. Customer should receive results of oil analysis, 50pt inspection, and MyKomatsu.com service completion alert after the execution of every maintenance service.
- e. All service records are maintained by the Komatsu and made available for distribution to share with designated customers via the Genuine Care Portal -CARE Report.
- f. The component assurance and core guarantee will be in effect until the machine reaches either seven years in age (from FID) or 10,000 hours. A Komatsu distributor must provide uninterrupted services as specified in this contract. The Component Assurance will provide a prorated parts credit based on machine hours at the time of failure. Credit is determined using only the list exchange of the replacement part and does not include additional repair parts, labor, taxes, shipping, etc. Ex. A final drive failure at \$7,500 hours will provide a 25% parts credit. The 100% core guarantee ensures a FULL core value for a major powertrain component failure on a machine covered under this program.
 - Engine
 - Transmission
 - Travel Motor
 - Torque Converter
 - Power Module
 - Axle Assembly
 - Final Drive
 - Main Hydraulic Pump

3. Exclusions and Limitations:

- a. Covered Items that are worn because of use. Examples of wear resulting from use would include, by way of example but not limitation, oil consumption and high blow-by pressure on engines, hydraulic cylinder seal leaks, wear of clutch or brake packs, pins or bushings, etc.
- b. Machine parts that are not procured from Komatsu or an authorized distributor.
- c. Machine attachments, optional extras and other work equipment such as buckets, dump bodies, blades, and associated wear packages such as teeth, cutting edges, and liners.
- d. Operating expenses on Covered Items required to keep the Machine in good operating condition and repair, including by way of example but not limitation:
 - i. System adjustments.
 - ii. Cleaning and calibration/re-calibration of intelligent Machine Control components
 - iii. Hardware, Software, or Firmware updates.
 - iv. Cosmetic damage that does not impact product functionality.
 - v. Application based maintenance that requires a higher frequency of filter/oil/lubricant replacement than what is listed in "Covered Items."
- e. Service coverage is provided nationally based on country of machine sale. Machines migrating outside of selling country are not eligible to be serviced by any other distributor under this program.
- f. All maintenance services must be completed within +/- 200 hours of the target service interval to qualify for Komatsu reimbursement. Failure to complete set maintenance service according to these conditions will result as a loss of set service interval, following service intervals will resume as scheduled afterwards. Example- 500-hour maintenance service must be completed within 300-700 SMR as reported by Komtrax. However, in order to qualify for program benefits such as, but not limited to **Major Component Assurance, Komatsu CARE Certified Equipment**, all maintenance services must be completed within +/- 100 hours of set interval.

4. Customer and Distributor Responsibilities:

- a. Distributor will exercise commercially reasonable efforts to respond promptly to any Customer requests and questions related to this Agreement.
- b. Distributor will carry out covered maintenance services during normal Distributor working hours.
 - a. Customer will operate, maintain, store, repair and otherwise use the Machine per the guidelines specified in the O&M Manual,
 - b. Customer will maintain the Machine Monitoring Systems in good operating condition and repair.

5. Transferability:

This Agreement is specific to the Machine listed in Section 1. Customer may not assign its right under this Agreement. This maintenance Agreement is transferrable with machine in the case of change in machine ownership. The unit under changed ownership is eligible to all the services outlined under original contract with no additional costs. Length and duration of Komatsu CARE PLUS will follow as originally listed.

6. Limitation of Liability:

Except as expressly provided in this Agreement and in any written certificate delivered by Distributor to Customer in connection with a purchase, Distributor does not make any representations or warranties, expressed, implied, arising by operation of law or otherwise, as to merchantability, fitness for a particular purpose, quality, design, condition, suitability, performance or any other matter or characteristic with respect to the Machine and any related attachments, options, accessories, modifications, or work equipment.

Agreed to by Customer and Distributor as of the Effective Date.

Distributor:

By _____

Name _____

Title _____

Customer:

By _____

Name _____

Title _____