

# State of Nebraska - INVITATION TO BID CONTRACT

Date	1/4/23	Page	1 of 2
Solicitation Number	6750 OF		
Opening Date and Time	01/25/23	2:00 pm	
Buyer	CHRISTIE KELLY (AS)		

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

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

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

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

Contract to supply and deliver Articulated All Wheel Drive (AWD) Loader with Minimum 3.8 Cubic Yard (CY) 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.

(1/3/23 sc)

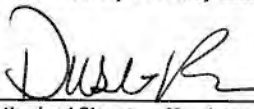
## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	ARTICULATED AWD LOADER W/ 3.8 CU YD BUCKET	5.0000	EA	<u>\$272,205</u>	<u>\$1,361,025</u>
2	QUICK HITCH WITH SPECIFIED BUCKET	5.0000	EA	<u>\$8,345</u>	<u>\$41,725</u>
3	QUICK ATTACH FORKLIFT ASSEMBLY AS PER SPEC SHEET	5.0000	EA	<u>\$8,945</u>	<u>\$44,725</u>
4	MULTI PURPOSE BUCKET AS PER SPEC SHEET	5.0000	EA	<u>\$24,269</u>	<u>\$121,345</u>

### BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: 0 % 30 DAYS

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

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

Enter Contact Information Below

VENDOR# \_\_\_\_\_  
 VENDOR: Road Builders Machinery  
 Address: 5001 N Fletcher  
Lincoln, NE

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

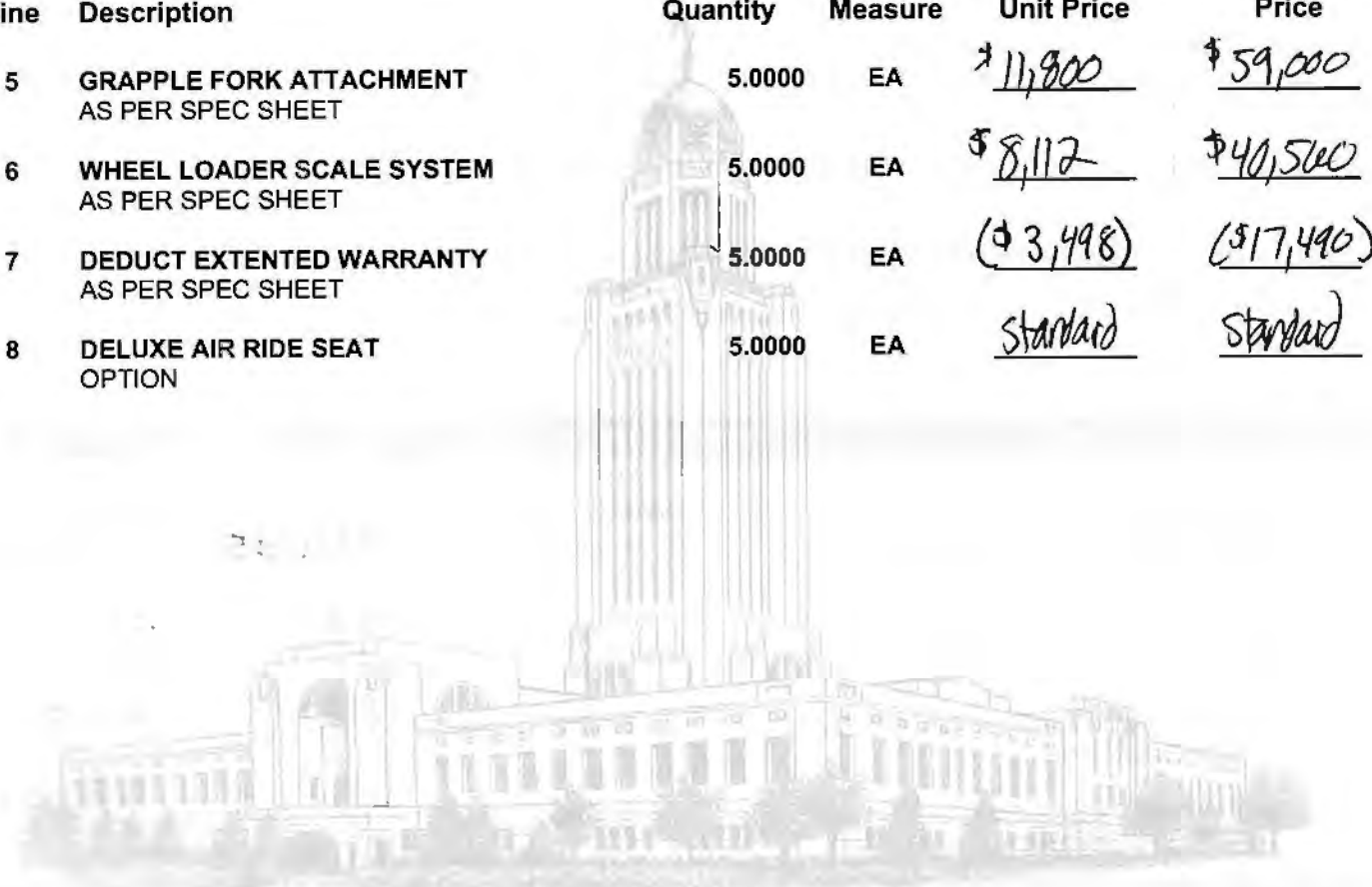
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 PO BOX 94759  
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## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
5	GRAPPLE FORK ATTACHMENT AS PER SPEC SHEET	5.0000	EA	\$ <u>11,800</u>	\$ <u>59,000</u>
6	WHEEL LOADER SCALE SYSTEM AS PER SPEC SHEET	5.0000	EA	\$ <u>8,112</u>	\$ <u>40,560</u>
7	DEDUCT EXTENDED WARRANTY AS PER SPEC SHEET	5.0000	EA	<u>(3,498)</u>	<u>(17,490)</u>
8	DELUXE AIR RIDE SEAT OPTION	5.0000	EA	<u>Standard</u>	<u>Standard</u>



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**II. TERMS AND CONDITIONS**

Bidders should complete Section II through VII 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; and,
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:
DR			

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

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

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to bid and any Questions and Answers, 4) the original bid document and any Addenda, and 5) the Bidder's submitted Bid. Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State.

**B. NOTIFICATION**

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

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.

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**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			

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.

If the Vendor requests to substitute any contracted item and the substitute meets or exceeds the original specifications, the State may accept or reject the substitution.

If the Vendor requests to substitute any contracted item, which meets or exceeds the original specifications, and the cost of the substitute is higher, the State may accept or reject the substitution and price change.

If the State and the Vendor do not agree to the requested substitution and price change, the Contract may be terminated immediately by the State. In the event any product is discontinued or replaced upon mutual consent and prior to delivery during the Contract Period the State reserves the right to amend the contract or purchase order to include the alternate product.

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

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

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

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.



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**H. 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, 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:
DR			

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:
DR			

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

**K. SEVERABILITY**

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

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

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**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.



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**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.

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- 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.



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**III. BIDDER DUTIES**

**A. INDEPENDENT BIDDER / OBLIGATIONS**

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

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.

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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.



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**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 ITB 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. 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.

**K. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)**

Bidder shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or goods provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Bidder's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

**L. 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.



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**M. 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.

**N. 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.

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**IV. PAYMENT**

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

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

**B. TAXES (Statutory)**

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The 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:
DR			

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)**

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

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

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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.

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.



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**V. SCOPE OF WORK**

**A. SCOPE**

It is the intent of this bid to establish a contract to supply **Articulated AWD Loader with Minimum 3.8 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) 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 3.8 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.

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**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.

**\*\*\*ALL ITEMS IN THE FOLLOWING SPECIFICATIONS ARE REQUIREMENTS\*\*\***

**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.
<b>NOTES/COMMENTS:</b>			

**C. ENGINE**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Diesel engine shall be a minimum of 6.6 Liters.
		191 HP	2. Engine shall have a minimum two hundred-twenty (220) 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.
X			4. Manufacturer’s recommended muffler, alternator, and starter.
X			5. Full flow, throw away type oil filter(s).
X			6. Turbo II or Centri brand pre-cleaner or equivalent OEM supplied rotary ejection style pre-cleaner. Dual element air filtration is preferred.
X			7. Heavy-duty radiator guard and crankcase guard.
X			8. Engine housing side panels or tilt hood.
X			9. Manufacturer’s recommended antifreeze protection to a minimum of thirty-four (34) degrees below zero Fahrenheit.
X			10. A one hundred-twenty (120) volt AC block heater with a sturdily mounted male receptacle and cover that is conveniently located under cab chassis to be furnished in all water-cooled units.

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<input checked="" type="checkbox"/>			11. Counter-balanced rain cap for exhaust preferred although Exhaust elbow is acceptable.
<input checked="" type="checkbox"/>			12. Fuel Tank. Specify fuel tank size in the "NOTES/COMMENTS" section below.
			13. Specify the Following:
			a. Engine Brand: <b>Komatsu</b>
			b. Engine Model: <b>SAA6D107E-3</b>
			c. Flywheel Horsepower: <b>192 HP</b>
			d. Governed RPM: <b>2100</b>

NOTES/COMMENTS: 12) Fuel Tank: 79.3 gal

2) Does not meet HP requirement of 220 but that does not reflect in the overall performance of the loader. Tip load, dump clearance, Breakout force, operating weight are all above spec. The ~~kur~~

D. <sup>hp does not</sup> <sub>DRIVE</sub> cause performance issues with how the machine is setup. Runs more efficient and saves fuel. There are a ton of these Komatsu WA390's on the job with absolutely no performance issue

YES	NO	NO & PROVIDE ALTERNATIVE	
<input checked="" type="checkbox"/>			1. Torque converter/power shift with minimum four (4) speed forward and three (3) speed reverse transmission. Hydrostatic transmission is also acceptable.
<input checked="" type="checkbox"/>			2. Inboard or outboard four (4) wheel planetary final reduction.
<input checked="" type="checkbox"/>			3. Limited slip in front and/or rear differential required. Either front or rear differential lock-up are acceptable. Specify item bidding in the "NOTES/COMMENTS" section below.
<input checked="" type="checkbox"/>			4. Minimum forward travel speed will be approximately twenty (20) MPH.

NOTES/COMMENTS: 3) Limited slip front + rear

**E. TIRES AND WHEELS**

YES	NO	NO & PROVIDE ALTERNATIVE	
<input checked="" type="checkbox"/>			1. Four (4) 23.5R25, Michelin XTLA.

NOTES/COMMENTS:

**F. BRAKES**

YES	NO	NO & PROVIDE ALTERNATIVE	
<input checked="" type="checkbox"/>			1. Brakes on all four (4) wheels.
<input checked="" type="checkbox"/>			2. Brakes shall be boosted, full hydraulic type or air brakes. Specify type of brakes bid in the "NOTES/COMMENTS" section below.
<input checked="" type="checkbox"/>			3. Air dryer or equivalent moisture remover required with air brakes.
<input checked="" type="checkbox"/>			4. Transmission drive or internal wet disk service brakes acceptable.



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<input checked="" type="checkbox"/>		5. Parking brake required.
NOTES/COMMENTS: 2) Full hydraulic		

**G. STEERING**

YES	NO	NO & PROVIDE ALTERNATIVE	
<input checked="" type="checkbox"/>			1. Articulated frame at wheelbase center point.
<input checked="" type="checkbox"/>			2. Turn to right and left of at least forty (40) degrees.
<input checked="" type="checkbox"/>			3. To be hydraulically assisted.
NOTES/COMMENTS:			

**H. LOADER**

YES	NO	NO & PROVIDE ALTERNATIVE	
<input checked="" type="checkbox"/>			1. Static full turn tipping load must be a minimum of 24,500 pounds.
<input checked="" type="checkbox"/>			2. Joystick control.
<input checked="" type="checkbox"/>			3. General purpose loader bucket to be minimum 3.8 CY struck SAE rated.
<input checked="" type="checkbox"/>			4. Bucket shall be minimum one hundred ten inches (110") wide but not less than the overall width of the machine.
<input checked="" type="checkbox"/>			5. Dump clearance at full lift with bucket at forty-five (45) degrees discharge shall be at least nine feet (9'), three inches (3").
<input checked="" type="checkbox"/>			6. Minimum 33,500-pound breakout force.
<input checked="" type="checkbox"/>			7. Digging depth of at least 2.9 inches below grade with bucket bottom approaching position parallel to grade.
<input checked="" type="checkbox"/>			8. Bucket level indicator or automatic pre-set to dig position and adjustable automatic lift kick out required. Bucket shall have a bolt-on cutting edge.
<input checked="" type="checkbox"/>			9. Z-bar linkage or parallel Lift Linkage will be acceptable.
<input checked="" type="checkbox"/>			10. 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 the manufacturer.
NOTES/COMMENTS: 1) Tip load is 29,630 a) breakout force is 35,494 b) dump clearance is 9'8"			

**I. CAB**

YES	NO	NO & PROVIDE ALTERNATIVE	
<input checked="" type="checkbox"/>			1. The ROPS cab shall be of steel construction:
<input checked="" type="checkbox"/>			a. Cab shall be fully and tightly enclosed with sound suppression.
<input checked="" type="checkbox"/>			b. Tinted safety glass windshield, windows and door(s) required.
<input checked="" type="checkbox"/>			2. Cab to be equipped with mounting ladder:

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<input checked="" type="checkbox"/>			a. Electric windshield wipers with washers both front and rear;
<input checked="" type="checkbox"/>			b. Inside rear-view mirror(s) and floor mat required;
<input checked="" type="checkbox"/>			c. Standard AM/FM radio Installed;
<input checked="" type="checkbox"/>			d. Defroster fan and heater of adequate capacity for cab required;
<input checked="" type="checkbox"/>			e. Unit shall have manufacturer's factory installed air conditioning;
<input checked="" type="checkbox"/>			f. Unit to have rearview camera installed; and
<input checked="" type="checkbox"/>			g. Loader must be able to be operated with door(s) secured open.
<input checked="" type="checkbox"/>			3. Padded adjustable, cloth covered suspension seat with seat belt shall be provided.
<b>NOTES/COMMENTS:</b>			

**J. INSTRUMENTS**

YES	NO	NO & PROVIDE ALTERNATIVE	
<input checked="" type="checkbox"/>			1. The following gauges or digital displays are required:
<input checked="" type="checkbox"/>			a. Air pressure gauge if air brakes;
<input checked="" type="checkbox"/>			b. Torque converter or transmission oil temperature gauge;
<input checked="" type="checkbox"/>			c. Fuel gauge or indicator;
<input checked="" type="checkbox"/>			d. Oil pressure gauge;
<input checked="" type="checkbox"/>			e. Engine temperature gauge; and
<input checked="" type="checkbox"/>			f. Voltmeter, ammeter, or warning light for the twelve (12) or twenty-four (24) volt system.
<input checked="" type="checkbox"/>			2. Audible and visible alarm system for high engine temperature, low oil pressure and high transmission oil temperature.
<input checked="" type="checkbox"/>			3. An electronic, back-up alarm meeting OSHA requirements to be provided.
<b>NOTES/COMMENTS:</b>			

**K. HYDRAULIC SYSTEM**

YES	NO	NO & PROVIDE ALTERNATIVE	
<input checked="" type="checkbox"/>			1. Constantly driven, gear, piston, or vane type pump.
<input checked="" type="checkbox"/>			2. Replaceable system filters and pressure relief valve.
<input checked="" type="checkbox"/>			3. System operation pressure shall be a maximum of three thousand eight hundred (3,800) PSI.

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<input checked="" type="checkbox"/>			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	
<input checked="" type="checkbox"/>			1. Standard equipment rear counterweights.
NOTES/COMMENTS:			

**M. GENERAL**

YES	NO	NO & PROVIDE ALTERNATIVE	
<input checked="" type="checkbox"/>			1. The overall length of the loader will not be greater than twenty-seven feet (27'), five inches (5"), with loader bucket level on the ground.
<input checked="" type="checkbox"/>			2. The operation weight of loader with minimum 3.8 CY bucket, ROPS cab and without optional accessories or calcium chloride in tires shall be a minimum of forty thousand (40,000) pounds. <b>Specify loader weight in pounds in the "NOTES/COMMENTS" section below.</b>
<input checked="" type="checkbox"/>			3. Four (4) LED headlights two (2) at top of cab near corners and two (2) at bottom of cab near each side).
<input checked="" type="checkbox"/>			4. One (1) rear working LED light.
<input checked="" type="checkbox"/>			5. Combination LED stop/taillight and horn.
<input checked="" type="checkbox"/>			6. Drawbar hitch with pin.
<input checked="" type="checkbox"/>			7. Turn signal and hazard flashing LED lights for front and rear.
<input checked="" type="checkbox"/>			8. Manufacturer's front and rear fenders required.
<input checked="" type="checkbox"/>			9. <b>A slow-moving vehicle emblem shall be mounted on the rear of loader and displayed as required per Neb. Rev. Stat. § 60-6241.</b>
<input checked="" type="checkbox"/>			a. Emblem shall be mounted so as not to restrict airflow for cooling purposes.
NOTES/COMMENTS: 2) 40,000 LBS			

**N. NOISE LEVEL**

YES	NO	NO & PROVIDE ALTERNATIVE	
<input checked="" type="checkbox"/>			1. Bidder should supply with bid the following decibel level per SAE Standards. <b>Specify sound exposure work cycle rating dba in the "NOTES/COMMENTS" section below.</b>
NOTES/COMMENTS: 1) 69 DBA			



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**O. RADIO FREQUENCY SHIELDING – CAUTION!!!**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The loader and/or installed components and equipment shall be compatible with use of NDOT mobile and/or two-way communication devices. Main communication radio operates in low band range of forty-seven (47) MHz to forty-eight (48) MHz, 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 radio/two-way when installed in chassis.
X			4. NDOT will notify bidder if normal operational parameters are not met due to degradation of signals caused by electromagnetic emissions from chassis or installed components and equipment.
X			5. Bidder shall be required to work with NDOT personnel to reduce interference level to a point acceptable to NDOT normal radio operating parameters.
X			6. Bidder shall have thirty (30) days to resolve radio frequency issue.
X			7. Bidder and/or manufacturer will be responsible for any and all cost to replace and/or modify any parts found to cause radio frequency interference.
X			8. If NDOT and awarded bidder cannot resolve source of radio frequency issue the unit will be sent to an independent accredited lab for testing to ensure SAE and/or ISO Standards compliance.
X			9. Testing shall be done to SAE and/or ISO Standards which are current at date of bid.
X			10. Should the loader and/or installed components and equipment fail testing at the accredited lab, the awarded bidder shall be responsible for all cost incurred for testing.
X			11. If after testing by NDOT and/or accredited lab, the awarded bidder is unable or unwilling to incur the cost and correct the radio frequency issue to the satisfaction of NDOT, all orders and corresponding contract will be canceled.
<b>NOTES/COMMENTS:</b>			

**P. MANUALS**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. All manuals, whether for core or optional items, shall accompany each unit upon delivery.
X			2. The following Manuals or CD ROMs should accompany each unit upon delivery:
X			a. Operator's Manual or CD ROM
X			b. Equipment Shop Repair Manual or CD ROM
X			c. Engine Shop Repair Manual or CD ROM
X			d. Equipment Parts Manual or CD ROM
X			e. Engine Parts Manual or CD ROM
X			3. If the above-mentioned Manuals are available online the State must be able to access them free of charge for fifteen (15) years.



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<input checked="" type="checkbox"/>			4. 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	
<input checked="" type="checkbox"/>			1. The bidders should submit with their bid a list of any special tools they will furnish with each unit.
<input checked="" type="checkbox"/>			2. Dealer's decals, stickers or other signs shall not be affixed to units.
<input checked="" type="checkbox"/>			3. Dealer's pre-delivery service required.
<input checked="" type="checkbox"/>			4. Manufacturer's standard yellow color.
<input checked="" type="checkbox"/>			5. Prior to the awarding of, or entering into any agreement or contract, it shall be the responsibility of the manufacturer and/or the successful bidder to warrant to the State of Nebraska, in writing, that it has factory authorized dealers in the State of Nebraska who will provide warranty/service and repair work without undue delay.
NOTES/COMMENTS:			

**R. TRAINING**

YES	NO	NO & PROVIDE ALTERNATIVE	
<input checked="" type="checkbox"/>			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 awarded bidder on schedule and places for this training.
NOTES/COMMENTS:			

**S. SPECIFICATION FORM(S)**

YES	NO	NO & PROVIDE ALTERNATIVE	
<input checked="" type="checkbox"/>			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 fully complete the specification form(s) possible for each unit and must accompany each unit when delivered.

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<input checked="" type="checkbox"/>			<p>2. If bidder does not properly complete required form(s) 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 form(s) are received.</p>
<p><b>NOTES/COMMENTS:</b></p>			

**T. ANNUAL USAGE, ESTIMATED**

YES	NO	NO & PROVIDE ALTERNATIVE	
<input checked="" type="checkbox"/>			1. Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity.
<input checked="" type="checkbox"/>			2. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract.
<input checked="" type="checkbox"/>			3. Bidder shall not impose minimum order requirements.
<input checked="" type="checkbox"/>			4. The estimated annual usage of the Articulated AWD Loader with Minimum 3.8 CY Bucket is two (2) each.
<p><b>NOTES/COMMENTS:</b></p>			

**U. USAGE REPORT**

YES	NO	NO & PROVIDE ALTERNATIVE	
<input checked="" type="checkbox"/>			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.
<p><b>NOTES/COMMENTS:</b></p>			

**V. DELIVERY ARO**

YES	NO	NO & PROVIDE ALTERNATIVE	
<input checked="" type="checkbox"/>			1. Delivery desired within one hundred twenty (120) to two hundred (200) days ARO.
<input checked="" type="checkbox"/>			2. If ARO will be different than one hundred twenty (120) to two hundred (200) days ARO specify alternative in the "NOTES/COMMENTS" section below.
<input checked="" type="checkbox"/>			3. Not meeting the desired ARO stated in line one (1) of this section can be an award consideration.
<p><b>NOTES/COMMENTS:</b></p>			

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**W. DELIVERY LOCATION**

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

**X. ORDERS**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Orders will be placed by e-mail. To the awarded bidder.
X			2. All orders must reference a purchase order number.
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:			

**Y. QUALITY**

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

**Z. WARRANTY**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Manufacturer's usual warranty shall apply and shall be in effect for at least one (1) year from the date the equipment was placed in service by purchasing entity.
X			2. Bidder should supply warranty information with bid.
X			3. Bidder shall be responsible for all repairs to include parts, labor, and machine transportation cost during the twelve (12) month usual warranty period.
X			4. The power train and engine shall be warranted for additional five (5) years.



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X			5. These guarantees are in addition to the standard twelve (12) month warranty and do not have any effect upon the standard warranty.
X			a. If the engine is not produced by the loader manufacturer, the bidder will guarantee that the engine will be repaired by a certified and registered engine warranty dealer or distributorship.
X			6. 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			7. 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.
X			8. All extended power train warranty repairs will be performed by manufacturer's authorized service personnel.
X			9. All machine transportation costs to and from the nearest authorized repair facility, travel time, and mileage during the extended warranty period will be the responsibility of the awarded bidder and/or manufacturer.
X			10. This warranty does not apply to normal maintenance service (such as engine tune-up) or normal replacement of service or wear items.
X			11. Any oil sampling or other necessary testing needed to implement this warranty must be included in writing with this bid.
X			12. NDOT will do oil sampling, but all materials must be furnished by the awarded bidder.
X			13. A written report will be returned to NDOT if sampling is required.
X			14. 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 NDOT.
X			15. The following limitations shall be applicable to all guarantees:
X			a. Parts ordering and machine repair requests will occur during the awarded bidder'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			16. If machine cannot be repaired within thirty (30) days, a comparable loaner machine will be furnished to NDOT at no cost during the warranty period.
<b>NOTES/COMMENTS:</b>			

**INVITATION TO BID  
6750 OF**

**AA. 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 awarded bidder may be required to substantiate that they are an authorized dealer.
X			2. Proof of being an authorized dealer, if required, must be submitted to SPB within three (3) business days of the request and prior to the award of any contract.
X			3. The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this bid for the entire warranty period.
X			4. Bidder shall provide a list of approved OEM service, repair & parts locations in the State of Nebraska or within a four (4)-hour response time. <b>Provide this information in the "NOTES/COMMENTS" section below or attach list</b>
X			5. Bidder shall provide a list of approximate number and locations of OEM Trained and certified service technicians in the state of Nebraska or within a four (4)-hour response time. <b>Locations can be listed in the "NOTES/COMMENTS" section below or a document listing the locations can be submitted as a separate attachment.</b>
<b>NOTES/COMMENTS:</b>			

Road Builders Locations:

Omaha - 4115 S 90th St, Omaha NE - 402-331-9200

Lincoln - 5001 Fletcher Ave, Lincoln NE - 402-325-0447

Norfolk - 1303 S Chestnut, Norfolk, NE - 402-316-4640

Grand Island - 4949 Jurgen RD, Grand Island, NE - 417-384-2620

**INVITATION TO BID  
6750 OF**

**VII. OPTIONS**

**A. 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.
X			2. The manufacturer's loader and the factory bucket will be replaced by the quick hitch and 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 must be recommended by the manufacturer for the loader bid.
<b>NOTES/COMMENTS:</b>			

**B. 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.
X			2. Quick hitch shall be JRB, ACS or loader manufacturer OEM supplied hitch.
X			3. Carriage width to be minimum fifty-three inches (53").
X			4. Tine length to be minimum sixty inches (60").
X			5. Manually adjustable tines of two and one-half inch (2.5") X six inch (6").
X			6. Minimum Load Capacity of 10,000 pounds at twenty-four-inch (24") load center.
<b>NOTES/COMMENTS:</b>			

**C. MULTI-PURPOSE BUCKET**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The factory furnished bucket will be replaced by a multi-purpose bucket.
X			2. The multi-purpose bucket shall be at a minimum as heavy duty as the manufacturer's loader normally furnished bucket.
X			3. Any additional valves, hydraulics, hoses, etc. will be furnished by awarded bidder.
X			4. The unit for the loader bucket shall be as recommended by the manufacturer.
<b>NOTES/COMMENTS:</b>			



**INVITATION TO BID  
6750 OF**

**D. GRAPPLE FORK ATTACHMENT**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Grapple fork to GrabTec "GA" series or equivalent to be mounted to bucket as specified in Section VI, Subsection H-LOADER.
X			2. Grapple fork is to be installed on the bucket.
X			3. Any costs incurred, including any transportation costs, to have the grapple fork mounted to the specified bucket shall be the responsibility of the awarded bidder.
X			4. <b>Grapple assembly to be of a Quick Attach Style:</b>
X			a. Install weight of grapple assembly to be minimum twelve hundred (1,200) pounds.
X			b. Hydraulic cylinder bore to be a minimum three inches (3").
X			c. Hydraulic hoses of adequate length with couplers for accessory attachments shall be coupled to the loader's auxiliary circuit (Third Valve)
X			d. Fork teeth material to be minimum one inch (1") thick.
X			e. A minimum of five (5) replaceable Fork teeth per assembly.
X			f. Clamping force of fork assembly to be approximately ten thousand (10,000) pounds rated with cylinder pressure of three thousand seven hundred fifty (3,750) PSI.
X			g. Opening of forks measured from ground level to tip of teeth to be approximately eighty-six inches (86").
X			5. Any additional hydraulic valve hoses, excluding the auxiliary third valve, etc. to be furnished by the awarded bidder.
X			6. Attachment shall carry a one (1) year warranty to be provided by the fork manufacturer or by the awarded bidder.
<b>NOTES/COMMENTS:</b>			

**E. WHEEL LOADER SCALE SYSTEM**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Scale system to be Loup Electronics Weighlog 8000T or equivalent and shall be installed and calibrated on loader.
X			2. Optional in-cab printer.
X			3. Hydraulic pressure sensors.
X			4. Reference and direction sensor.
<b>NOTES/COMMENTS:</b>			

# KOMATSU®

# WA380-8

*Tier 4 Final Engine*

## WHEEL LOADER

# WA380



Photos may include optional equipment.

#### **NET HORSEPOWER**

191 HP @ 2100 rpm  
143 kW @ 2100 rpm

#### **OPERATING WEIGHT**

40,532 – 41,932 lb  
18,385 – 19,020 kg

#### **BUCKET CAPACITY**

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



# WALK-AROUND

WA380-8



Photos may include optional equipment.

**NET HORSEPOWER**  
191 HP @ 2100 rpm  
143 kW @ 2100 rpm

**OPERATING WEIGHT**  
40,532 – 41,932 lb  
18385 – 19020 kg

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





## PERFORMANCE, DURABILITY AND FUEL ECONOMY

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

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

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



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

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

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

### Fluid neutral or better

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

### Hydraulically driven cooling fan

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

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

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

### Rearview monitoring system (standard)

### Enhanced working environment:

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

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

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

### 7" LCD color monitor panel

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

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

### Engine air filter

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

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

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

# PERFORMANCE FEATURES

## KOMATSU NEW ENGINE TECHNOLOGIES

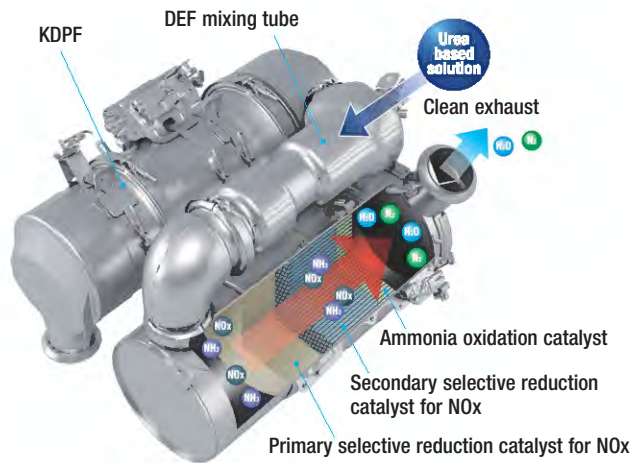
### New Tier 4 Final Engine

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

### Technologies Applied to New Engine

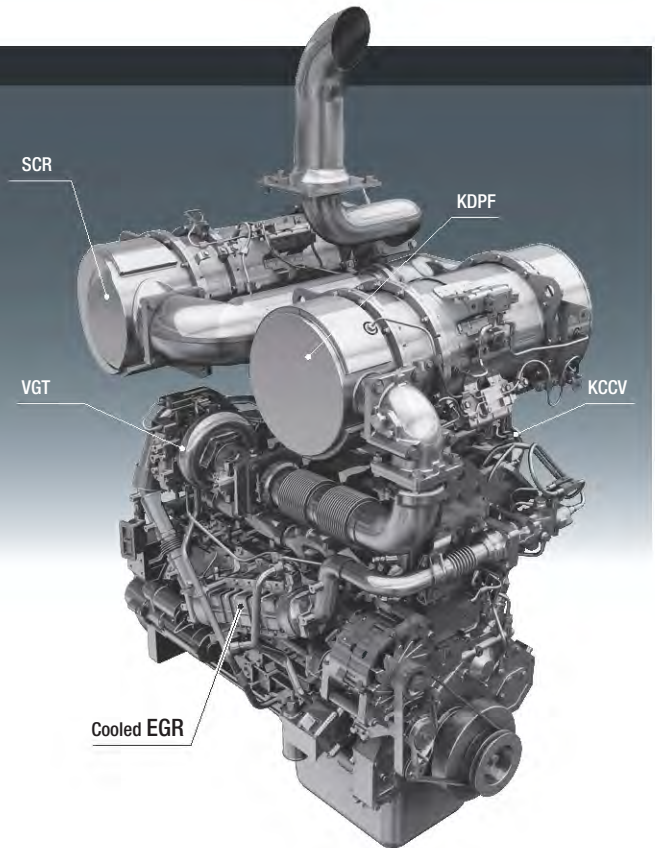
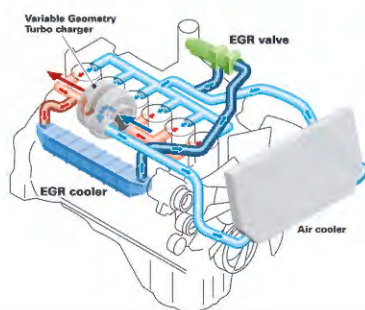
#### Heavy-duty after treatment system

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



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

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

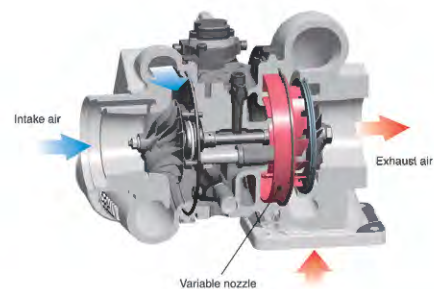


#### Advanced Electronic Control System

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

#### Variable Geometry Turbocharger (VGT) system

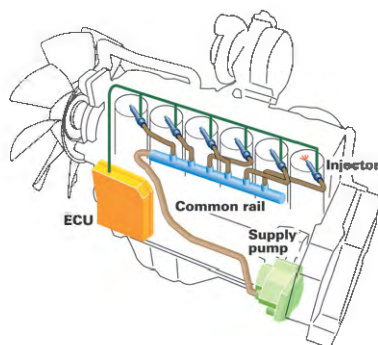
The VGT features proven Komatsu-designed hydraulic technology for robust and accurate control under all speed and load conditions for optimal engine performance. The VGT also provides precise exhaust temperature control for efficient KDPF regeneration.



WA380-8

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

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



## Komatsu SmartLoader Logic

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

## Large-capacity Torque Converter

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

## Enhanced Lock-up

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

## Dual-mode Engine Power Select System

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

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



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

## Automatic Transmission with Mode Select System

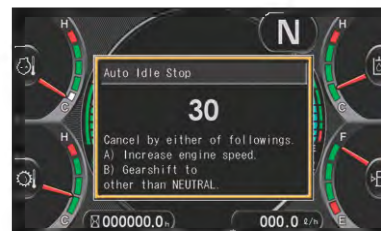
This operator-controlled system allows the operator to select manual shifting or two levels of automatic shifting (low, and high). Auto L mode is for fuel-saving operation with the gear-shift timing set at lower speeds than Auto H mode.

## CLSS Variable Displacement Piston Pump

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

## Komatsu Auto Idle Shutdown

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





# OPERATOR ENVIRONMENT



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

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



## Tiltable / Telescopic Steering Wheel

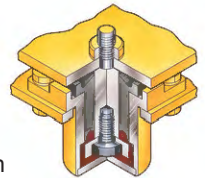
The operator can tilt and telescope the steering wheel to allow maximum comfort and control. The two-spoke steering wheel allows maximum visibility of the monitor panel and the forward work environment.



## Low Noise Design

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

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



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

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



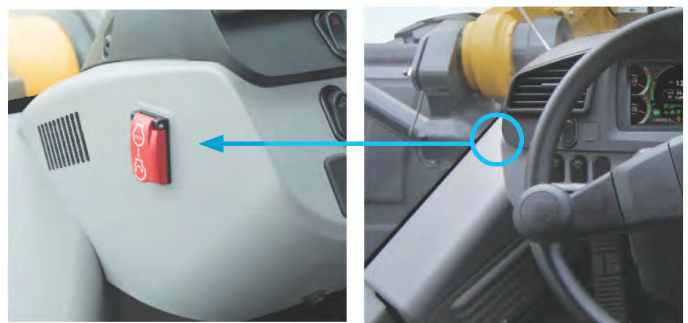
**Rear View Monitoring System (standard)**

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



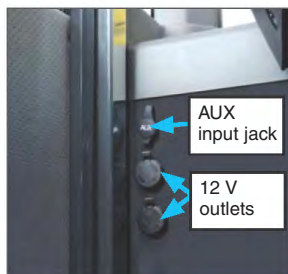
**Engine Shutdown Secondary Switch**

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



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

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





# WORKING ENVIRONMENT



## Easy Entry and Exit

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

## Remote Bucket & Boom Positioner

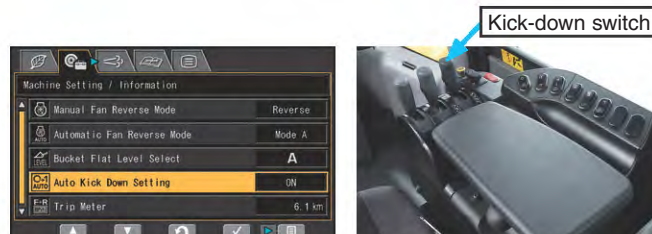
The operator can set the bucket angle and remote boom positioner from the cab. Both upper and lower boom kick-outs are adjustable in the cab with the push of a button. The bucket positioner can store three horizontal settings, allowing the operator to easily change attachments without resetting the bucket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

Remote positioner switch  
Boom / Bucket



## Automatic Kick-down

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



## Electronically Controlled Suspension System

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

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

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



### High Resolution 7-inch Color LCD Monitor

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

#### Machine monitor

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

#### Switch panel

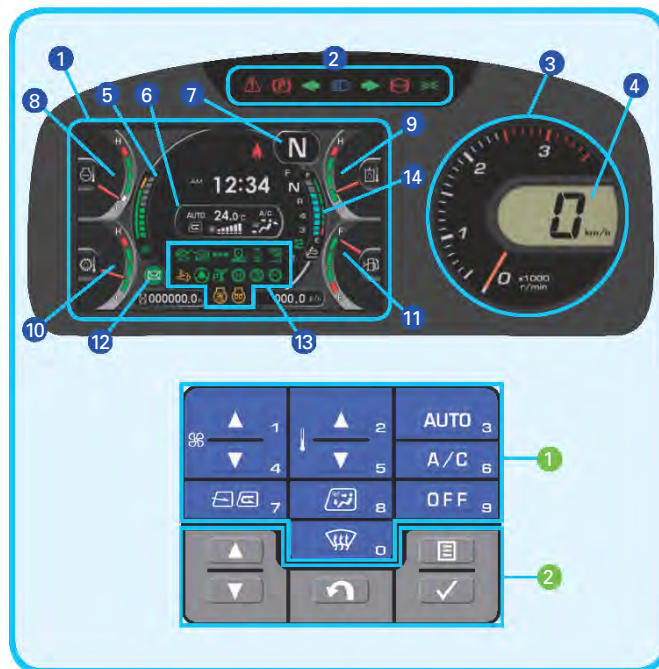
- 1 Air conditioner switches / Numeral key pad    2 Function switches

### Visual user menu

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



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



### Operator identification function

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



### Monitor Panel with troubleshooting function minimizes downtime

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

Replacement times for oil and filters are also indicated.



# MAINTENANCE FEATURES



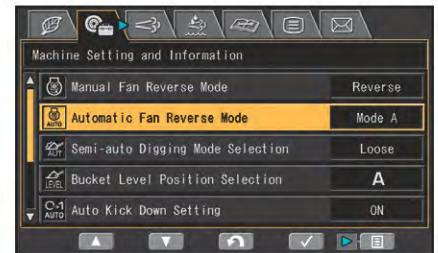
## Side-opening Gull-wing Engine Doors

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.

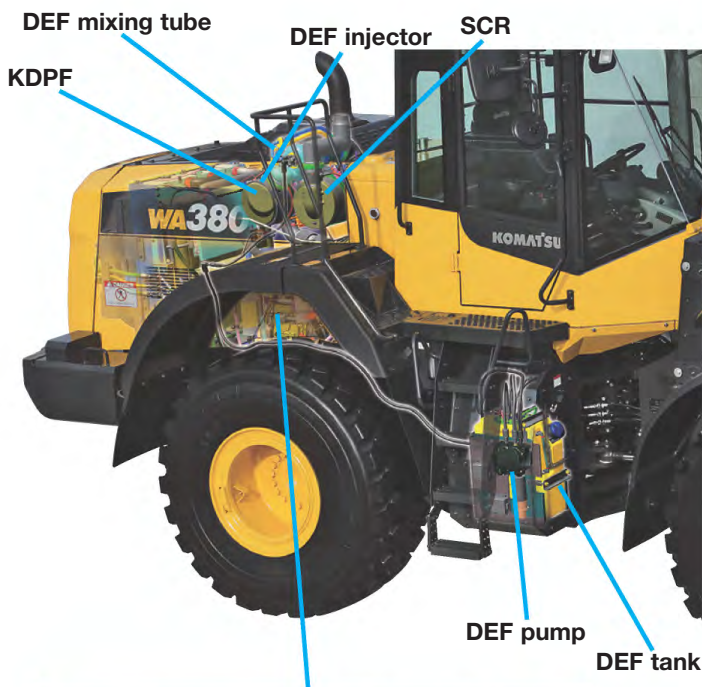


WA380-8



## Engine Compartment

The WA380-8 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.



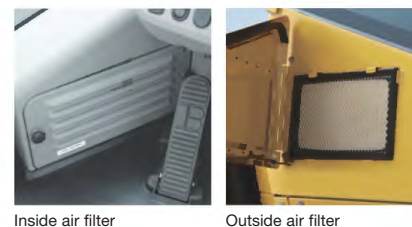
## Rear Full Fenders (Standard)

Full rear fenders are standard on the WA380-8. The plastic rear fenders open outward, keeping the force required to open them low, even when covered with mud or snow. The fenders swing out of the way to give technicians easy access to the engine compartment. Mud flaps are also included on the fenders for additional machine protection.



## 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.



## LED Taillights

LED brake lights and reverse lights provide long bulb life, and excellent visibility.



## Engine Air Cleaner

The air cleaner is located on the left-side platform for easy access.



## 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 WA380-8 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 WA380-8 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. End user must have authorized Komatsu distributor perform the removal & installation of the KDPF.

### Complimentary SCR Maintenance

The WA380-8 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
PERFORM KOWA SAMPLING (5 samples) – engine, transmission, hydraulics, front & rear axle	✓	✓	✓	✓	✓
CLEAN AC FRESH AND RECIRC AIR FILTERS	✓				
REPLACE HYDRAULIC OIL FILTER ELEMENT	✓				✓
REPLACE TRANSMISSION OIL FILTER	✓		✓		✓
CHECK AND CLEAN AIR CLEANER	✓	✓	✓	✓	✓
CHECK AND CLEAN FUEL BREATHER ELEMENT	✓	✓	✓	✓	✓
LUBRICATE REAR AXLE PIVOT PIN	✓	✓	✓	✓	✓
LUBRICATE WORK EQUIPMENT	✓	✓	✓	✓	✓
CHECK PARKING BRAKE	✓	✓	✓	✓	✓
CHECK WHEEL HUB BOLTS AND RETIGHTEN AS NECESSARY	✓	✓	✓	✓	✓
DRAIN SEDIMENT FROM FUEL TANK	✓	✓	✓	✓	✓
COMPLETE 50 POINT INSPECTION FORM; LEAVE PINK COPY WITH CUSTOMER OR IN CAB	✓	✓	✓	✓	✓
RESET MONITOR PANEL MAINTENANCE COUNTER FOR APPROPRIATE ITEMS	✓	✓	✓	✓	✓
CHANGE ENGINE OIL		✓	✓	✓	✓
REPLACE ENGINE OIL FILTER		✓	✓	✓	✓
REPLACE AC FRESH & RECIRC AIR FILTERS		✓	✓	✓	✓
REPLACE FUEL PRE-FILTER		✓	✓	✓	✓
REPLACE FUEL MAIN FILTER			✓		✓
REPLACE DEF TANK BREATHER			✓		✓
CLEAN TRANSMISSION BREATHER ELEMENT			✓		✓
REPLACE TRANSMISSION OIL STRAINER			✓		✓
LUBRICATE CENTER HINGE PIN			✓		✓
LUBRICATE DRIVE SHAFT CENTER SUPPORT					✓
CHANGE TRANSMISSION OIL					✓
CHANGE FRONT AND REAR AXLE OIL					✓
REPLACE HYDRAULIC TANK BREATHER ELEMENT					✓
CLEAN HYDRAULIC OIL STRAINER					✓
CHANGE HYDRAULIC OIL					✓
REPLACE DEF PUMP FILTER					✓
REPLACE KCCV FILTER					✓
FACTORY TRAINED TECHNICIAN LABOR	✓	✓	✓	✓	✓
2 KDPF Exchanges 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.

WA380-8

# KOMTRAX EQUIPMENT MONITORING

GET THE WHOLE STORY WITH  
**KOMTRAX**<sup>®</sup>

✓ **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

✓ **WHO**

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



✓ **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



**KOMTRAX**<sup>®</sup>

For construction and compact equipment.

**KOMTRAX Plus**<sup>®</sup>

For production and mining class machines.



# SPECIFICATIONS



## ENGINE

Model..... Komatsu SAA6D107E-3\*  
 Type..... Water-cooled, 4-cycle  
 Aspiration..... Turbo-charged, after-cooled  
 Number of cylinders..... 6  
 Bore..... 107 mm **4.21"**  
 Stroke..... 124 mm **4.88"**  
 Piston displacement..... 6.69 ltr **408 in<sup>3</sup>**  
 Governor..... All-speed, electronic  
 Horsepower:  
   SAE J1995..... Gross 143 kW **192 HP**  
   ISO 9249 / SAE J1349..... Net 143 kW **191 HP**  
   Rated rpm..... 2100 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

Torque converter..... 3-elements, 1-stage, 2-phase  
 Transmission..... Automatic, full-powershift, counter-shaft type

Travel speed	Forward*	Reverse*
<b>1st</b>	6.6 km/h <b>4.1 mph</b>	7.1 km/h <b>4.4 mph</b>
<b>2nd</b>	11.7 km/h <b>7.3 mph</b> (12.4 km/h <b>7.7 mph</b> )	12.4 km/h <b>7.7 mph</b> (13.3 km/h <b>8.3 mph</b> )
<b>3rd</b>	20.9 km/h <b>13.0 mph</b> (22.4 km/h <b>13.9 mph</b> )	22.3 km/h <b>13.9 mph</b> (24.1 km/h <b>15.0 mph</b> )
<b>4th</b>	36.1 km/h <b>22.4 mph</b> (37.5 km/h <b>23.3 mph</b> )	38.6 km/h <b>24.0 mph</b> (37.5 km/h <b>23.3 mph</b> )

\*P-mode    Measured with 23.5-25 tires    ( ): Lock-up clutch ON



## AXLES AND FINAL DRIVES

Drive system..... Four-wheel drive  
 Front..... Fixed, semi-floating  
 Rear..... Center-pin support, semi-floating,  
   26° total oscillation  
 Reduction gear..... Spiral bevel gear  
 Differential gear..... Conventional type  
 Final reduction gear..... Planetary gear, single reduction



## BRAKES

Service brakes..... Hydraulically actuated,  
   wet disc brakes actuate on four wheels  
 Parking brake..... Wet disc brake  
 Emergency brake..... Parking brake is commonly used



## STEERING SYSTEM

Type..... Articulated type, fully-hydraulic power steering  
 Steering angle..... 35° (40° to max end stop)  
 Minimum turning radius at  
 the center of outside tire..... 6320 mm **20' 9"**



## HYDRAULIC SYSTEM

Steering system:  
 Hydraulic pump..... Piston type  
 Capacity..... 137 ltr/min **36.2 U.S. gal/min** at rated rpm  
 Relief valve setting..... 24.5 MPa 250 kgf/cm<sup>2</sup> **3,555 psi**  
 Hydraulic cylinders:  
 Type..... Double-acting, piston type  
 Number of cylinders..... 2  
 Bore x stroke..... 75 mm x 442 mm **3.0" x 17.4"**

Loader control:  
 Hydraulic pump..... Piston pump  
 Capacity..... 205 ltr/min **54.15 U.S. gal/min**  
 Relief valve setting..... 31.4 MPa 320 kgf/cm<sup>2</sup> **4,550 psi**  
 Hydraulic cylinders:

Type..... Double-acting, piston type  
 Number of cylinders—bore x stroke:  
   Boom..... 2- 130 mm x 713 mm **5.1" x 28.1"**  
   Bucket cylinder..... 1- 150 mm x 535 mm **5.9" x 21.1"**

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..... 5.9 s  
   Dump..... 1.8 s  
   Lower (Empty)..... 3.3 s

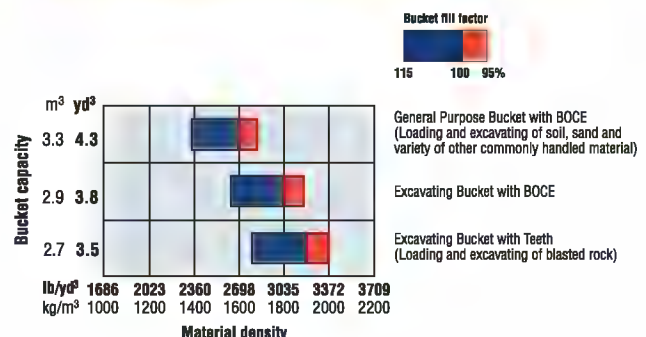


## SERVICE REFILL CAPACITIES

Cooling system..... 60.6 ltr **16.0 U.S. gal**  
 Fuel tank..... 300 ltr **79.3 U.S. gal**  
 Engine..... 23 ltr **6.1 U.S. gal**  
 Hydraulic system..... 142 ltr **37.5 U.S. gal**  
 Axle (each front and rear)..... 40 ltr **10.6 U.S. gal**  
 Torque converter and transmission..... 54 ltr **14.3 U.S. gal**  
 DEF tank..... 36 ltr **9.5 U.S. gal**



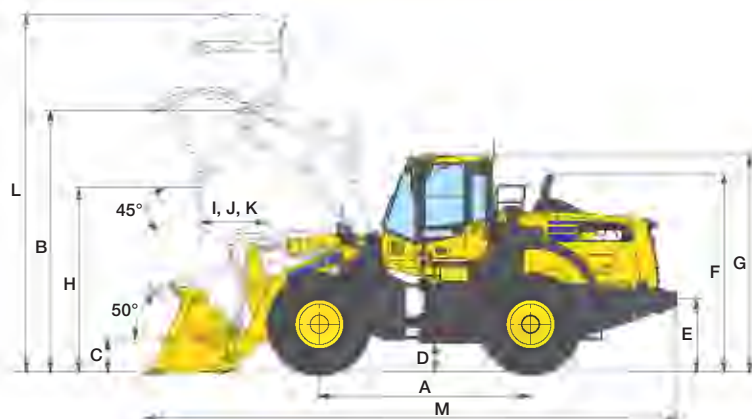
## BUCKET SELECTION GUIDE







## DIMENSIONS



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

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

	Standard Boom				High Lift Boom
	General Purpose Bucket Pin On	General Purpose Bucket Pin On	Excavating Bucket Pin On	Excavating Bucket Pin On	General Purpose Bucket Pin On
	Bolt-on Cutting Edge	Teeth	Bolt-on Cutting Edge	Teeth	Bolt-on Cutting Edge
Bucket capacity: heaped	3.3 m <sup>3</sup> <b>4.3 yd<sup>3</sup></b>	3.1 m <sup>3</sup> <b>4.0 yd<sup>3</sup></b>	2.9 m <sup>3</sup> <b>3.8 yd<sup>3</sup></b>	2.7 m <sup>3</sup> <b>3.5 yd<sup>3</sup></b>	2.9 m <sup>3</sup> <b>3.8 yd<sup>3</sup></b>
struck	2.9 m <sup>3</sup> <b>3.8 yd<sup>3</sup></b>	2.7 m <sup>3</sup> <b>3.5 yd<sup>3</sup></b>	2.4 m <sup>3</sup> <b>3.1 yd<sup>3</sup></b>	2.3 m <sup>3</sup> <b>3.0 yd<sup>3</sup></b>	2.4 m <sup>3</sup> <b>3.1 yd<sup>3</sup></b>
Bucket width	2905 mm <b>9'6"</b>	2920 mm <b>9'7"</b>	2905 mm <b>9'6"</b>	2920 mm <b>9'7"</b>	2905 mm <b>9'6"</b>
Bucket weight	1610 kg <b>3,549 lb</b>	1540 kg <b>3,395 lb</b>	1720 kg <b>3,792 lb</b>	1650 kg <b>3,638 lb</b>	1528 kg <b>3,369 lb</b>
H Dumping clearance, max. height and 45° dump angle*	2950 mm <b>9'8"</b>	2815 mm <b>9'3"</b>	3045 mm <b>10'0"</b>	2910 mm <b>9'7"</b>	3575 mm <b>11'9"</b>
I Reach at max. height and 45° dump angle*	1150 mm <b>3'9"</b>	1265 mm <b>4'2"</b>	1045 mm <b>3'5"</b>	1160 mm <b>3'10"</b>	1185 mm <b>3'11"</b>
J Reach at 2130 mm 7' clearance and 45° dump angle*	1735 mm <b>5'8"</b>	1845 mm <b>6'1"</b>	1630 mm <b>5'4"</b>	1745 mm <b>5'9"</b>	2205 mm <b>7'3"</b>
K Reach with arm horizontal and bucket level*	2590 mm <b>8'6"</b>	2768 mm <b>9'1"</b>	2450 mm <b>8'1"</b>	2630 mm <b>8'8"</b>	2940 mm <b>9'8"</b>
L Operating height (fully raised)	5600 mm <b>18'4"</b>	5600 mm <b>18'4"</b>	5450 mm <b>17'11"</b>	5450 mm <b>17'11"</b>	5985 mm <b>19'8"</b>
M Overall length (bucket on ground)	8310 mm <b>27'3"</b>	8490 mm <b>27'10"</b>	8170 mm <b>26'10"</b>	8350 mm <b>27'5"</b>	8810 mm <b>28'11"</b>
Loader clearance circle (bucket at carry, outside corner of bucket)	14440 mm <b>47'5"</b>	14540 mm <b>47'8"</b>	14370 mm <b>47'2"</b>	14470 mm <b>47'6"</b>	14850 mm <b>48'9"</b>
Digging depth: 0°	60 mm <b>2"</b>	75 mm <b>3"</b>	60 mm <b>2"</b>	75 mm <b>3"</b>	110 mm <b>4"</b>
10°	290 mm <b>11"</b>	335 mm <b>13"</b>	265 mm <b>10"</b>	310 mm <b>12"</b>	320 mm <b>13"</b>
Static tipping load: straight	15440 kg <b>34,039 lb</b>	15545 kg <b>34,271 lb</b>	15335 kg <b>33,808 lb</b>	15435 kg <b>34,028 lb</b>	12055 kg <b>26,577 lb</b>
40° full turn	13440 kg <b>29,630 lb</b>	13540 kg <b>29,851 lb</b>	13325 kg <b>29,377 lb</b>	13430 kg <b>29,608 lb</b>	10407 kg <b>22,943 lb</b>
Breakout force	158 kN 16100 kgf <b>35,494 lbf</b>	170 kN 17300 kgf <b>38,140 lbf</b>	175 kN 17850 kgf <b>39,353 lbf</b>	190 kN 19335 kgf <b>42,626 lbf</b>	183 kN 18661 kgf <b>41,140 lbf</b>
Operating weight	18455 kg <b>40,686 lb</b>	18385 kg <b>40,532 lb</b>	18565 kg <b>40,929 lb</b>	18495 kg <b>40,774 lb</b>	19020 kg <b>41,932 lb</b>

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

All dimensions, weights, and performance values based on ISO 7131, ISO 14397-1 and ISO 7546 standards.

Static tipping load and operating weight shown include lubricant, coolant, full fuel tank, ROPS cab, and operator.

Machine stability and operating weight affected by counterweight, tire size, and other attachments.



## WEIGHT CHANGES

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



## STANDARD EQUIPMENT

- 2-spool valve for boom and bucket control
- Alternator, 90 A, 24 V
- Auto shift transmission with mode select system
- Automatic hydraulic-driven fan with automatic reverse rotation
- Back-up alarm
- Batteries, 140 Ah/12V (2), 1050 CCA
- Battery disconnect
- Boom kick-out, in-cab adjustable
- Bucket positioner, in-cab adjustable, 3 positions
- Color rear view camera and monitor
- Counterweight, standard and additional
- Electronically Controlled Suspension System
- Engine, Komatsu SAA6D107E-3 diesel
- Engine shut-off system, electric
- EPC fingertip controls with F-N-R switch, two levers
- Equipment Management Monitoring System (EMMS)
  - Lights (central warning, brake oil pressure, engine oil pressure, parking brake, cooling fan reverse, KDPF restriction, seat belt caution, Komtrax message)
- Gauges (engine water temperature, ecology, fuel level, hydraulic oil, DEF level temperature, speedometer/tachometer)
  - Front fenders
  - Fuel pre-filter with water separator
  - Horn, electric
  - Komatsu SmartLoader Logic
  - Komatsu Auto Idle Shutdown
  - KOMTRAX® Level 5.0
  - Lift cylinders and bucket cylinder
  - Lights
    - Back-up light, LED
    - Stop and tail light, LED
    - Turn signal lamps, 2 front and 2 rear with hazard switch
    - Working lights, halogen, 2 front cab mount
    - Working lights, halogen, 2 front fender mount
    - Working lights, halogen, 2 rear grill mount
  - Loader linkage with standard lift arm
  - Lock-up torque converter
  - Parking brake, electric
  - Radiator, wider core
  - Radiator mask, swing out
  - Rear full fenders
  - Rear view mirrors, outside (2) inside (2)
  - Rims for 23.5-25 tires
- ROPS/FOPS Cab Level 2
  - 2 x DC12V electrical outlets
  - Ashtray
  - Auto air conditioner
  - Cigarette lighter, 24V
  - Color LCD/TFT multi-monitor
  - Cup holder
  - Floor mat
  - Operator seat, reclining, air suspension type, heated
  - Radio, AM/FM with AUX input jack
  - Rear defroster, electric
  - Seatbelt, 2-point retractable, 76mm 3" width
  - Space for lunch box
  - Steering wheel, tilt and telescopic
  - Sun visor, front window
  - Windshield washer and wiper, front with intermittent
  - Windshield washer and wiper, rear
- Service brakes, wet disc type
- Starting motor, 5.5 kW
- Transmission, 4 forward and 4 reverse
- Vandalism protection kit, padlocks for battery box (2)



## OPTIONAL EQUIPMENT

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

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# KOMATSU®

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

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