

# State of Nebraska - INVITATION TO BID

## ONE TIME PURCHASE

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

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

<b>Date</b>	05/03/18	<b>Page</b>	1 of 1
<b>Solicitation Number</b>	5847 OF		
<b>Opening Date and Time</b>	06/06/18	2:00 PM	
<b>Buyer</b>	JULIE SCHILTZ (AS)		

**DESTINATION OF GOODS**  
 GAME & PARKS COMMISSION  
 E T MAHONEY STATE PARK  
 C/O PARK SUPERINTENDENT  
 28500 W PARK HWY  
 ASHLAND NE 68003-3508

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

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

One Time Purchase to supply and deliver SNOW GROOMER to the State of Nebraska as per the attached specifications.

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

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

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

(vc 4/30/18)

### INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	SNOW GROOMER FOUR CYLINDER	1.0000	EA		
2	SNOW GROOMER SIX CYLINDER	1.0000	EA	\$227,450.00	\$227,450.00

### BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: 0 % 0 DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within 120 days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED. **DELIVERED PRIOR TO OCTOBER 20TH, 2018**

Sign Here Paul P. Scanlon  
 (Authorized Signature MANDATORY - MUST BE SIGNED IN INK)

Enter Contact Information Below

VENDOR# \_\_\_\_\_  
 VENDOR: KASSBOHRER ALL TERRAIN VEHICLES, INC.  
 Address: 18190 DAIRY LANE, SUITE #103  
JORDAN, MN 55352

Contact PAUL SCANLON  
 Telephone 952-345-3330  
 Facsimile 952-345-3331  
 Email PSCANLON@PISTENBULLYUSA.COM

**Form A**  
**Bidder Contact Sheet**  
**Invitation To Bid Number 5847 OF**

Form A should be completed and submitted with each response to this ITB. This is intended to provide the State with information on the Bidder's name and address, and the specific person(s) who are responsible for preparation of the Bidder's response.

<b>Preparation of ITB Contact Information</b>	
Bidder Name:	KASSBOHRER ALL TERRAIN VEHICLES, INC.
Bidder Address:	18190 DAIRY LANE, SUITE #103 JORDAN, MN 55352
Contact Person & Title:	PAUL SCANLON - REGIONAL SALES REPRESENTATIVE
E-mail Address:	PSCANLON@PISTENBULLYUSA.COM
Telephone Number (Office):	952-345-3330
Telephone Number (Cellular):	612-670-3625
Fax Number:	952-345-3331

Each Bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the Bidder's response should become necessary.

<b>Communication with the State Contact Information</b>	
Bidder Name:	KASSBOHRER ALL TERRAIN VEHICLES, INC.
Bidder Address:	18190 DAIRY LANE, SUITE #103 JORDAN, MN 55352
Contact Person & Title:	PAUL SCANLON
E-mail Address:	PSCANLON@PISTENBULLYUSA.COM
Telephone Number (Office):	952-345-3330
Telephone Number (Cellular):	612-670-3625
Fax Number:	952-345-3331

**II. TERMS AND CONDITIONS**

**Bidders should complete Section II through VI as part of their bid.** Bidder is expected to read the Terms and Conditions and must initial either accept, reject, or reject and provide alternative language for each clause. The Bidder should also provide an explanation of why the Bidder rejected the clause or rejected the clause and provided alternate language using 'Track Changes'. Upon request an electronic copy of the bid with 'Track Changes' must be submitted in an editable Word format. By signing the ITB 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 ITB. The State reserves the right to reject bids that attempt to substitute the Bidder's commercial contracts and/or documents for this ITB.

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

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

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

**A. GENERAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
PPS			

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

1. Invitation to Bid and Addenda;
2. Amendments to the ITB;
3. Questions and Answers;
4. Contractor's bid (ITB);
5. Award;
6. The executed Contract and any Addenda; and,
7. Amendments to the Contract

These documents constitute the entirety of the contract.

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

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 agreement 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.

**C. BEGINNING OF WORK**

The Contractor shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

**D. CHANGE ORDERS OR SUBSTITUTIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
PPS			

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

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

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

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

**E. BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
PPS			

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 Contractor, 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 contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

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

**F. NON-WAIVER OF BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
PPS			

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.

**G. SEVERABILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
PPS			

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.

**H. INDEMNIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
PPS			

**1. GENERAL**

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

**2. SELF-INSURANCE (Statutory)**

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

**I. ATTORNEY'S FEES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
PPS			

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 order by the court, including attorney's fees and costs, if the other party prevails.

**J. ASSIGNMENT, SALE, OR MERGER**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
PPS			

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

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

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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
PPS			

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

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State 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.

**L. FORCE MAJEURE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
PPS			

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 manmade event outside the control and not the fault of the affected party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other party, and shall have the burden of proof to justify the request. The other Party may granted the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event.

**M. CONFIDENTIALITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
PPS			

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.

**N. EARLY TERMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
PPS			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, at its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has

- been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
- f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
- g. Contractor intentionally discloses confidential information;
- h. Contractor has or announces it will discontinue support of the deliverable; and,
- i. In the event funding is no longer available.

**O. CONTRACT CLOSEOUT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
AS			

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

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

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or person property, or information or data owned by the Contractor for which the State has no legal claim.

**III. CONTRACTOR DUTIES**

**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	<b>NOTES/COMMENTS:</b>
AP			

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

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

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

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

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

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

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

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

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

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

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

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

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

program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

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

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

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

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

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

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

**D. COOPERATION WITH OTHER CONTRACTORS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
AS			

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

**E. PERMITS, REGULATIONS, LAWS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
AS			

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

**F. NOTICE OF POTENTIAL CONTRACTOR BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
PPS			

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

**G. ANTITRUST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
PPS			

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

**H. CONFLICT OF INTEREST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
PPS			

By submitting a bid, Contractor certifies that there does not now exist a relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this ITB or project.

The Contractor certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the delivery of its goods hereunder or which creates an actual or an appearance of conflict of interest.

The Contractor certifies that it will not employ any individual known by Contractor to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the ITB or project, or who had any influence on decisions affecting the ITB or project.

**I. ADVERTISING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
PPS			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods 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.

**J. DRUG POLICY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
AA			

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

**IV. PAYMENT**

**A. PROHIBITION AGAINST ADVANCE PAYMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
PPS			

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

**B. TAXES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
PPS			

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

**C. INVOICES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
PPS			

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

**D. INSPECTION AND APPROVAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
PPS			

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

If a simple inspection of the goods would reveal nonconformity, notice of nonconformity should be provided to the vendor as soon as reasonably practical, but not to exceed thirty (30) days from receipt of goods. This includes visual inspection of product to ensure packaging is not damaged, dented or compromised.

**E. PAYMENT (Statutory)**

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

**F. LATE PAYMENT (Statutory)**

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

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

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

**H. RIGHT TO AUDIT (Statutory)**

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

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 a half of one percent .5% of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

## **V. SCOPE OF WORK**

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

### **A. SCOPE**

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

All items bid shall be of the latest manufacture in production as of the date of the ITB 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 Snow Groomer 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.

### **B. AMENDMENT**

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

### **C. CHANGE ORDER**

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

### **D. REVISIONS**

In the event any product is discontinued or replaced upon mutual consent prior to delivery of the goods, the State reserves the right to amend this purchase order to include the alternate product.

**VI. INVITATION TO BID - TECHNICAL SPECIFICATIONS**

**A. BIDDER INSTRUCTIONS**

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

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

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

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

**B. NON-COMPLIANCE STATEMENT**

YES	NO	NO & PROVIDE ALTERNATIVE	
YES			1. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to quotation request. Any noncompliance may void your quotation. Non-compliance to any single specification can void your quotation.
YES			2. It is the responsibility of Bidders to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this ITB by any Bidder.
YES			3. No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Bidder by the State. Any ITB interpretation must be put in writing and faxed by the Bidder to: the State Purchasing Bureau, Fax (402) 471-2089 or e-mailed to AS Materiel Purchasing <a href="mailto:as.materiel purchasing@nebraska.gov">as.materiel purchasing@nebraska.gov</a> by the last day to submit written questions that is specified in the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).
<b>NOTES/COMMENTS:</b>			

**C. TECHNICAL SPECIFICATIONS: Engine**

YES	NO	NO & PROVIDE ALTERNATIVE	
YES			1. Either four cylinder, <u>six cylinder</u> or both, please specify <b>SIX CYLINDER</b>
YES			2. Minimum power output 170kw/228bhp
YES			3. Max torque between 900Nm/1200rpm and 990Nm/1500rpm. Please specify: <b>990Nm/1500rpm</b>
YES			4. Emissions standard Tier 4 final
YES			5. Minimum tank capacity 150 liters

**NOTES/COMMENTS:**  
 SIX CYLINDER DIESEL ENGINE  
 MAXIMUM TORQUE 990 Nm / 1500 RPM

**D. TECHNICAL SPECIFICATION: Driving Characteristics**

YES	NO	NO & PROVIDE ALTERNATIVE	
YES			1. Zero turn radius
YES			2. Speed capability between 0-25kn/h maximum
<b>NOTES/COMMENTS:</b>			

**E. TECHNICAL SPECIFICATION: Electrical**

YES	NO	NO & PROVIDE ALTERNATIVE	
YES			1. Operating voltage 24V
YES			2. Battery 2x12V/minimum 74 Ah – maximum 100 Ah
YES			3. Starting capacity 680A
<b>NOTES/COMMENTS:</b>			

**F. TECHNICAL SPECIFICATION: Lighting**

YES	NO	NO & PROVIDE ALTERNATIVE	
YES			1. Front lighting: minimum two (2) headlights, halogen or LED. Please specify: <b>4 HALOGEN HEADLAMPS</b>
YES			2. Side and rear lighting: minimum four (4) adjustable side lights and two (2) rear lights, halogen or LED. Please specify:
<b>NOTES/COMMENTS:</b>			
4 FRONT HALOGEN HEADLAMPS, 4 ADJUSTABLE LED SIDE LAMPS, AND 2 REAR LED WORK LAMPS			

**G. TECHNICAL SPECIFICATION: Cabin**

YES	NO	NO & PROVIDE ALTERNATIVE	
YES			1. Bench or bucket seating. Please specify: 2 ADJUSTABLE BUCKET SEATS
YES			2. Heated windows
YES			3. Heated mirrors
YES			4. Steering wheel
YES			5. Joystick control
NOTES/COMMENTS:			

**H. TECHNICAL SPECIFICATION: Tiller**

YES	NO	NO & PROVIDE ALTERNATIVE	
YES			1. Minimum 2.3 meters – maximum 2.5 meters
YES			2. Hydraulic side wings
NOTES/COMMENTS:			

**I. TECHNICAL SPECIFICATION: Tracks**

YES	NO	NO & PROVIDE ALTERNATIVE	
YES			1. Steel tracks
NOTES/COMMENTS:			

**J. TECHNICAL SPECIFICATION: Blade**

YES	NO	NO & PROVIDE ALTERNATIVE	
YES			1. Minimum 127" open
YES			2. 12-Way or All-Way. Please specify 12 WAY BLADE
NOTES/COMMENTS:			

**K. TECHNICAL SPECIFICATION: Training**

YES	NO	NO & PROVIDE ALTERNATIVE	
YES			1. Onsite operational training provided, to be scheduled with Regional Superintendent
NOTES/COMMENTS:			

**L. DELIVERY ARO**

YES	NO	NO & PROVIDE ALTERNATIVE	
YES			Deliveries desired prior to 60 days after receipt of order; quoted deliveries beyond 60 days are an award consideration.  At the time of delivery, a designated State employee will sign the "invoice/packing slip." This signature will only indicate that the order has been received and that the items actually delivered agree with the delivery invoice. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.
NOTES/COMMENTS: NEW EQUIPMENT IS AVAILABLE FOR DELIVERY AFTER OCTOBER 20TH (ARO)			

**M. DELIVER LOCATIONS/INSTRUCTIONS (BIDDER IS CERTIFYING THAT THEY CAN MEET THE DELIVER LOCATIONS/INSTRUCTIONS)**

YES	NO	NO & PROVIDE ALTERNATIVE	
YES			1. NE Game & Parks Commission, E T Mahoney State Park, 28500 W Park Hwy, Ashland, NE 68003-3508
NOTES/COMMENTS:			

**N. PACKAGING**

YES	NO	NO & PROVIDE ALTERNATIVE	
YES			1. Cartons are to be clearly marked with size, weight, color, quantity, and the purchase order number. Cartons must be of suitable size and of sufficient strength to protect the contents during shipping, handling and storage.
NOTES/COMMENTS:			

O. ORDERS

YES	NO	NO & PROVIDE ALTERNATIVE	
YES			1. Orders will be placed either by, phone, fax, e-mail or Internet (if available and not to the exclusion of the other methods). All orders must reference a purchase order number and the purchase order number must be referenced on the packing slip, and invoice. Invoices are to be sent to the "Invoice to" address on the purchase order.
NOTES/COMMENTS:			

P. QUALITY

YES	NO	NO & PROVIDE ALTERNATIVE	
YES			1. Product quality must meet specifications and be consistent for the term of the contract. A guarantee of satisfactory performance by the supplier and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this bid invitation. 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. Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason during the initial warranty period with no additional charges for shipping or restocking.
NOTES/COMMENTS:			

Q. PRICES

YES	NO	NO & PROVIDE ALTERNATIVE	
YES			1. Price quoted shall be unit price and shall be firm until purchase is complete. Price is to be net; including transportation and delivery charges fully prepaid by the Bidder F.O.B. Destination as specified. No additional charges will be allowed for packing, handling, fuel surcharge, or partial delivery costs. Any request for an increase must be submitted in writing to the SPB a minimum of thirty (30) days prior to proposed effective date of increase, and must show cause and be accompanied by supporting documentation (such as notification letter from manufacturer). Further documentation may be required by the State, to authenticate the increase (such as manufacturer invoices). Failure to supply any requested supporting documentation may be grounds to cancel the contract. In no instance may a price increases be billed to the State until the contract is amended. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined to be in the best interest of the State. The State will be given full proportionate benefit of any decrease for the term of the contract. Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities, and counties. Terms and conditions of the contract must be met by political sub-divisions, cities, and counties.

NOTES/COMMENTS:

**R. AUTHORIZED DEALER & WARRANTY**

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

NOTES/COMMENTS:  
 KASSBOHRER IS THE ONLY DUAL TRACK SNOW GROOMER MANUFACTURER WITH FACTORY DIRECT SALES, PARTS AND SERVICE IN THE MIDWEST.

**S. WARRANTY**

YES	NO	NO & PROVIDE ALTERNATIVE	
YES			1. Contractor must warrant the average life expectancy supplies hereunder to be not less than that stated in the manufacturer's price list and agree to replace, without cost, all supplies failing to meet this requirement, except where the reduced life is due to conditions beyond the control of the Contractor. Defective parts or those damaged in shipment must be replaced by the Contractor at no charge to the State. The manufacturer's standard warranty shall apply and be in effect for at least one (1) year from the date the equipment was placed in service.

NOTES/COMMENTS:

**T. SUBSTITUTIONS**

YES	NO	NO & PROVIDE ALTERNATIVE	
YES			1. Vendor will not substitute any item that has been awarded without prior written approval of SPB.

NOTES/COMMENTS:

**U. SECRETARY OF STATE REGISTRATION REQUIREMENTS**

\*\*\*CHOOSE "YES" TO BEST ANSWER ONLY, CHOOSE "NO" FOR REMAINING LINES\*\*\*

YES	NO	*Prior to contract award and/or upon request of SPB, potential award recipient(s) will be asked to certify compliance with Nebraska Secretary of State Registration by providing a true and exact copy of current (dated within 90 days) valid Certificate of Good Standing or Letter of Good Standing.
	NO	<p><b>1.</b> Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p> <p>If the Bidder is an Individual or Sole Proprietorship, the following applies:</p> <p>a. The Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a></p> <p>The completed United States Attestation Form should be submitted with the Invitation to Bid response.</p> <p>b. If the Bidder indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</p> <p>c. The Bidder understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.</p>
	NO	<p><b>2.</b> Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required).</p>
	NO	<p><b>3.</b> Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State is provided within bid submission documents.</p>
	YES	<p><b>4.</b> Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State will be provided in a timely manner upon request prior to award.</p>

## ADDENDUM ONE, QUESTIONS and ANSWERS

Date: May 22, 2018  
To: All Bidders  
From: Julie Schiltz, Buyer  
AS\_Materiel\_State\_Purchasing»  
RE: Addendum for Invitation to Bid Number 5847 OF to be opened June 06, 2018 at 2:00 p.m.  
Central Time

### Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Invitation to Bid. The questions and answers are to be considered as part of the Invitation to Bid. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

<u>Question Number</u>	<u>Question</u>	<u>State Response</u>
1. <i>ppg</i>	I am having trouble finding this solicitation 5847 OF, for the snow groomer on the website. Has it not been posted yet? Or am I just looking in the wrong spots?	The solicitation 5847 OF was posted to the website on 5/2/18. Below you will find a hyperlink to the site. Click on the first PDF, Invitation to Bid. If you are still having issues finding the ITB, please give call 402-471-6500 and ask for Julie Schiltz or Robert Thompson.  <a href="http://das.nebraska.gov/materiel/purchasing/5847/5847.html">http://das.nebraska.gov/materiel/purchasing/5847/5847.html</a>

This addendum will become part of the ITB and should be acknowledged with the Invitation to Bid response.



## KÄSSBOHRER ALL TERRAIN VEHICLES, INC.

### WARRANTY POLICY

KÄSSBOHRER ALL TERRAIN VEHICLES, INC. ("KATV") warrants, pursuant to this Policy, to the Buyer the products sold by it to be free from defects in materials and workmanship under normal use and service. KATV's obligations under this warranty shall be limited to the repair or exchange of any part or parts which prove defective under normal use and service, as described in this warranty.

- A. **NEW TRACKED VEHICLES.** For new tracked vehicles, the warranty period shall be for one (1) year from the date of delivery or within the first one thousand (1000) hours of use, whichever occurs first. For **Pisten Bully 100's/Trail Bully/400's/600's, 600 W & 400 W** only, the warranty period shall extend for two (2) years or two thousand five hundred (2500) hours, whichever comes first, for replacement of defective parts only, excluding labor, for major components which for the purpose of this warranty shall be limited to splitter gear boxes, hydraulic pumps and motors, planetary gear boxes (excluding gaskets and seals) and main frames. Engines are separately covered by the engine manufacturers warranty through their network not KATV.
- NEW WINCHES.** For new winches, the warranty period shall be for one (1) year from the date of delivery or within the first one thousand (1000) hours of use, whichever occurs first.
- B. **NEW EQUIPMENT.** For new equipment, the warranty period shall be ninety (90) days from the date of delivery or from the date of Buyer's first use, whichever occurs first.

KATV's obligation shall be limited to those parts which its examination shall determine to be defective. Buyer shall notify KATV, by registered or certified mail, return receipt requested, of any defective part within thirty (30) days of Buyer's discovery, but not later than the expiration of the warranty period. KATV will make no allowances for repair or replacement made by Buyer without KATV's prior written consent. Upon notice from Buyer, KATV will give instructions regarding the return, repair or replacement of the part. KATV's action in repair or replacement of the part shall constitute fulfillment of all its liabilities under this warranty.

KATV shall reimburse Buyer for labor required for the removal, repair or replacement of the defective part, and the reimbursement cost for that labor shall be in accordance with KATV's hourly rate and time guidelines at that time.

**LIMITATIONS.** THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE AND ALL OTHER OBLIGATIONS OR LIABILITIES ON KATV'S PART, AND KATV NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR KATV ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF THIS PRODUCT. KATV MAKES NO WARRANTY WHATSOEVER IN RESPECT TO ACCESSORIES OR PARTS NOT SUPPLIED BY IT.

KATV shall not be liable for any loss or damage resulting directly or indirectly from the use or loss of use of KATV's product. Without limiting the generality of the foregoing, this exclusion embraces Buyer's expenses for downtime and for making up downtime, damages for which Buyer may be liable to other persons, damages to property and injury to or death of any persons.

KATV shall not be responsible for tow charges or related expenses to transport a vehicle or equipment to any repair site.

**EXCLUSIONS.** KATV does not warrant any used vehicle or parts which it sells "AS IS", unless otherwise stated in writing at the time of sale. KATV does not warrant normal maintenance items, including light bulbs, belts, hoses, filters, tires, sprockets, track parts, tiller shafts, rollers, finishers, winch cables, lubricants, ignition and tune-up parts, anti-freeze, and the like, unless contaminated or damaged by failure of a defective parts. KATV does not warrant any vehicle or part as meeting the safety codes, statutes or regulations of any governmental jurisdiction, and Buyer assumes all risks arising from the use of a vehicle or equipment. This warranty shall not extend to any KATV product which has been repaired or altered without KATV's written consent, or which has been subject to misuse, negligence or accident, or which has not been operated or maintained in accordance with KATV's instruction and maintenance manuals which KATV provided Buyer at the time of purchase, together with all updates thereof. Furthermore, KATV does not warrant vehicles and parts which have been operated in conditions more severe than or exceeding the written specifications for such products. KATV is not responsible for equipment failures resulting from the use of parts not approved by KATV. KATV specifically reserves the right to alter or improve its products to maintain a "state of the art" product line without admitting that the alteration or improvement admits a defect.

**SERVICE.** Buyer shall, at the time of warranty service, identify the vehicle, part, purchase date and hours of use, Buyer shall assume all charges for service calls and transportation of equipment to and from KATV or its dealer authorized to perform the warranty service.

# All Engines United States And Canada Industrial (Off-Highway)

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## Coverage

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### Products Warranted

This Warranty applies to new Engines sold by Cummins and delivered to the first user on or after April 1, 1999, that are used in Industrial (Off-Highway) applications in the United States\* and Canada, except for Engines used in marine, generator drive, QSK95 T4 locomotive and certain defense applications, for which different Warranty Coverage is provided.

### Base Engine Warranty

This Warranty covers any failures of the Engine, under normal use and service, which result from a defect in material or factory workmanship (Warrantable Failures).

Coverage begins with the sale of the Engine by Cummins. Coverage continues for two years or 2,000 hours of operation, whichever occurs first, from the date of delivery of the Engine to the first user, or from the date the unit is first leased, rented or loaned, or when the Engine has been operated for 50 hours, whichever occurs first. If the 2,000 hour limit is exceeded during the first year, Coverage continues until the end of the first year.

Engine aftertreatment components included in the Cummins Critical Parts List (CPL) and marked with a Cummins part number are covered under Base Engine Warranty.

Additional Coverage is outlined in the Emission Warranty section.

### Extended Major Components Warranty

The Extended Major Components Warranty covers Warrantable Failures of the Engine cylinder block, camshaft, crankshaft and connecting rods (Covered Parts).

Bushing and bearing failures are not covered.

This Coverage begins with the expiration of the Base Engine Warranty and ends three years or 10,000 (3,000 hours for A Series Engines) hours of operation from the date of delivery of the Engine to the first user, or from the date the unit is first leased, rented or loaned, or from when the Engine has been operated for 50 hours, whichever occurs first.

### Consumer Products

The Warranty on Consumer Products in the United States\* is a LIMITED Warranty. **CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.** Any implied Warranties applicable to Consumer Products in the United States\* terminate concurrently with the expiration of the express Warranties applicable to the product. In the United States\*, some states

do not allow the exclusion of incidental or consequential damages, or limitations on how long an implied Warranty lasts, so the limitations or exclusions herein may not apply to you.

**These Warranties are made to all Owners in the chain of distribution and Coverage continues to all subsequent Owners until the end of the periods of Coverage.**

## **Cummins Responsibilities**

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### **During The Base Engine Warranty**

Cummins will pay for all parts and labor needed to repair the damage to the Engine resulting from a Warrantable Failure.

Alternators, starters, and fans ARE covered for the duration of the Base Engine Warranty on A Series and B3.3 Engines.

Alternators and starters are covered for the duration of the Base Engine Warranty on QSK23 Engines.

Cummins will pay for the lubricating oil, antifreeze, filter elements and other maintenance items that are not reusable due to the Warrantable Failure.

Cummins will pay reasonable costs for mechanics to travel to and from the equipment site, including meals, mileage and lodging, when the repair is performed at the site of the failure.

Cummins will pay reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure.

### **During The Extended Major Components Warranty**

Cummins will pay for the repair or, at its option, replacement of the defective Covered Part and any Covered Part damaged by a Warrantable Failure of the defective Covered Part.

## **Owner Responsibilities**

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### **During The Base Engine Warranty**

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items provided during Warranty repairs unless such items are not reusable due to the Warrantable Failure.

### **During The Extended Major Components Warranty**

Owner is responsible for the cost of all labor needed to repair the Engine, including the labor to remove and reinstall the Engine. When Cummins elects to repair a part instead of replacing it, Owner is not responsible for the labor needed to repair the part.

Owner is responsible for the cost of all parts required for the repair except for the defective Covered Part and any Covered Part damaged by a Warrantable Failure of the defective Covered

## Part.

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items replaced during repair of a Warrantable Failure.

## During The Base Engine And Extended Major Components Warranties

Owner is responsible for the operation and maintenance of the Engine as specified in the applicable Cummins Operation and Maintenance Manual. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of the applicable Warranty, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Warrantable Failure and make the Engine available for repair by such facility. Service locations are listed on the Cummins Worldwide Service Locator at [cummins.com](http://cummins.com).

Owner is responsible for communication expenses, meals, lodging and similar costs incurred as a result of a Warrantable Failure.

Owner is responsible for non-Engine repairs, "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs and other losses resulting from a Warrantable Failure.

## Limitations

Engines with an emissions certification listed below must be operated using only diesel fuel having no more than the corresponding maximum sulfur content. Failure to use the specified fuel as listed in the Cummins Fuel Bulletin #3379001 Table 1 (Cummins Inc. Required Diesel Fuel Specifications) can damage the Engine and aftertreatment system within a short period of time. This damage could cause the Engine to become inoperable and failures attributable to the use of incorrect fuels will be denied Warranty Coverage. Fuel specifications also need to comply with local fuel regulations (EN590 for Europe and ASTM D975 for North America) for Warranty eligibility.

<b>Maximum sulfur levels by emissions certification level as listed on the Engine's dataplate are:</b>	
EPA 2007/2010/2013	max. 15 parts per million
EPA Tier 4 Interim / Final	max. 15 parts per million
EU Stage IIIB 2011	max. 15 parts per million
Euro 4/5	max. 50 parts per million
Euro 6	max. 10 parts per million

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine. Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.

For power units and fire pumps (package units), this Warranty applies to accessories, except for clutches and filters, supplied by Cummins which bear the name of another company.

Cummins Compusave units are covered by a separate Warranty.

Before a claim for excessive oil consumption will be considered, Owner must submit adequate documentation to show that consumption exceeds Cummins published standards.

Failures of belts and hoses supplied by Cummins are not covered beyond the first 500 hours or one year of operation, whichever occurs first.

Parts used to repair a Warrantable Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not approved by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Warrantable Failure assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder.

For all A Series Applications, including Industrial, travel reimbursement for non-transportable equipment will be limited to 4.0 hours, \$0.25/mile and 250 miles maximum. Any costs beyond this limit are the customer's responsibility.

**CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.**

**CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**THESE WARRANTIES SET FORTH HEREIN ARE THE SOLE WARRANTIES MADE BY CUMMINS IN REGARD TO THESE ENGINES. CUMMINS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

## **Emission Warranty**

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### **Products Warranted**

This Emission Warranty applies to new Engines marketed by Cummins that are used in the United States\* and Canada in vehicles designed for Industrial Off-Highway use. This Warranty applies to Engines delivered to the ultimate purchaser on or after April 1, 1999, for Engines up to 750 horsepower and on or after January 1, 2000, for Engines 751 horsepower and over.

### **Coverage**

Cummins warrants to the ultimate purchaser and each subsequent purchaser that the Engine is designed, built and equipped so as to conform at the time of sale by Cummins with all U.S. Federal emission regulations applicable at the time of manufacture and that it is free from defects in workmanship or material which would cause it not to meet these regulations within the longer of the following periods: (A) \*\*Five years or 3,000 hours of operation for industrial applications, five years

or 3,500 hours of operation for industrial spark-ignited Engines (GTA855, G855, G5.9C, G8.3-C, GTA8.9E, QSK19G) and five years or 2,500 hours of operation for industrial spark-ignited Engines (GKTA19-GC), whichever occurs first, as measured from the date of delivery of the Engine to the ultimate purchaser, or (B) The Base Engine Warranty.

If the vehicle in which the Engine is installed is registered in the state of California, a separate California Emission Warranty also applies.

## Limitations

Engines with an emissions certification listed below must be operated using only diesel fuel having no more than the corresponding maximum sulfur content. Failure to use the specified fuel as listed in the Cummins Fuel Bulletin #3379001 Table 1 (Cummins Inc. Required Diesel Fuel Specifications) can damage the Engine and aftertreatment system within a short period of time. This damage could cause the Engine to become inoperable and failures attributable to the use of incorrect fuels will be denied Warranty Coverage. Fuel specifications also need to comply with local fuel regulations (EN590 for Europe and ASTM D975 for North America) for Warranty eligibility.

<b>Maximum sulfur levels by emissions certification level as listed on the Engine's dataplate are:</b>	
EPA 2007/2010/2013	max. 15 parts per million
EPA Tier 4 Interim / Final	max. 15 parts per million
EU Stage IIIB 2011	max. 15 parts per million
Euro 4/5	max. 50 parts per million
Euro 6	max. 10 parts per million

Failures, other than those resulting from defects in materials or workmanship, are not covered by this Warranty.

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolant or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine. Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.

Cummins is not responsible for non-Engine repairs, "downtime" expenses, cargo damage, fines, all business costs or other losses resulting from a Warrantable Failure.

## **CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

\* United States includes American Samoa, the Commonwealth of Northern Mariana Islands, Guam, Puerto Rico and the U.S. Virgin Islands.

\*\* Emissions Warranty for BLPG Industrial Off-Highway Engines is 5 years / 3,500 hours.

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**Last Modified: 02-Feb-2016**

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# Cummins ENCOMPASS Parts And Labor Coverage Plan For Industrial Engines

## Coverage

Cummins ENCOMPASS Parts and Labor Plan for Industrial Engines (Plan) is available for all Engines marketed under the trademark "Cummins" or "Cummins ReCon®" and used in industrial applications anywhere in the world where Cummins approved service is available. The specific Engine covered is designated on the accompanying Certificate.

This Plan covers any failure of the Engine which results, under normal use and service, from a defect in Cummins material or factory workmanship (Covered Failure).

Coverage begins on the expiration of the Base Engine Warranty period and ends on the date or hours designated on the accompanying Certificate, **AS MEASURED FROM THE BASE ENGINE WARRANTY START DATE.**

## Cummins Responsibilities

Subject to a deductible charge described under Owner Responsibilities, Cummins will pay for all parts and labor needed to repair the damage to the Engine resulting from a Covered Failure.

Cummins will pay for the lubricating oil, antifreeze, filter elements and other maintenance items that are not reusable due to the Covered Failure.

Cummins will pay reasonable costs for Engine removal and reinstallation when necessary to repair a Covered Failure.

## Owner Responsibilities

Owner is responsible for the operation and maintenance of the Engine as specified in the applicable Cummins Operation and Maintenance Manual. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of this Plan, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Covered Failure and make the Engine available for repair by such facility. Owner is also responsible for delivering the Engine to the repair facility and for all associated towing or travel charges. Service locations are listed on the Cummins Service Locator at cummins.com.

Owner is responsible for non-Engine repairs, "downtime" expenses, cargo damage, fines, passenger delays, all applicable taxes, all business costs and other losses resulting from a Covered Failure.

Owner is responsible for communication expenses, meals, lodging, travel and similar costs incurred as a result of a Covered Failure.

Owner is responsible for the costs to investigate complaints, unless the complaint is determined to be due to a Covered Failure.

Owner is responsible for a \$100 (U.S. Dollars) deductible charge per service visit for all Engines of less than 3.9 liter displacement.

Owner is responsible for a \$200 (U.S. Dollars) deductible charge per service visit for all Engines of 3.9 liters and above but less than 19 liter displacement.

Owner is responsible for a \$300 (U.S. Dollars) deductible charge per service visit for all Engines of 19 liters or more displacement.

## Limitations

Engines with an emissions certification listed below must be operated using only diesel fuel having no more than the corresponding maximum sulfur content. Failure to use the specified fuel as listed in the Cummins Fuel Bulletin #3379001 Table 1 (Cummins Inc. Required Diesel Fuel Specifications) can damage the Engine and aftertreatment system within a short period of time. This damage could cause the Engine to become inoperable and failures attributable to the use of incorrect fuels will be denied Warranty Coverage. Fuel specifications also need to comply with local fuel regulations (EN590 for Europe and ASTM D975 for North America) for Warranty eligibility.

### Maximum sulfur levels by emissions certification level as listed on the Engine's dataplate are:

EPA 2007/2010/2013	max. 15 parts per million
EPA Tier 4 Interim / Final	max. 15 parts per million
EU Stage IIIB 2011	max. 15 parts per million

**Maximum sulfur levels by emissions certification level as listed on the Engine's dataplate are:**

Euro 4/5	max. 50 parts per million
Euro 6	max. 10 parts per million

Cummins is not responsible for failures resulting from unauthorized modifications or alterations to the Engine or adjustments that substantially alter the Engine's operating characteristics. Failures, other than those resulting from defects in material or factory workmanship, are not covered by this Plan.

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of cooling, lubricating or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications to the Engine.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.

This Plan does not apply to belts, hoses or accessories supplied by Cummins which bear the name of another company. This category includes, but is not limited to: alternators, starters, fans, air conditioning compressors, clutches, filters, transmissions, torque converters, steering pumps, non-Cummins fan drives, Engine compression brakes and air compressors.

Coverage under this Plan expires after the first three years (two years for Engines with 19 liter displacement or larger) on Cummins accessories or maintenance components including, but not limited to: fuel injectors, injection and fuel pumps, STC hydraulic tappets, STC oil control valves, turbochargers, air compressors, fan clutches, water pumps, fan hubs, fan idler pulley assemblies, belt tensioners and vibration dampers. Cummins branded starters and alternators have Coverage for the first two years or 2,000 hours, whichever occurs first, regardless of the Engine family.

Aftertreatment component failures are not covered by this Plan.

Parts used to repair a Covered Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not supplied by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Covered Failure assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder.

This Plan is transferable to subsequent Owners of the Engine by notifying a Cummins Distributor within 90 days of the transfer of ownership. This Plan is also transferable to different geographic locations provided the new host Cummins Distributor is notified of the change in location within 90 days of the transfer.

Excessive oil consumption or blowby is not covered under this Plan.

**CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.**

**CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**EXCEPT FOR THE APPLICABLE STANDARD WARRANTY, THE WARRANTY SET FORTH HEREIN IS THE SOLE WARRANTY MADE BY CUMMINS IN REGARD TO THE ENGINE. CUMMINS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

In the United States\* and Canada, this Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Outside the United States\* and Canada, in the case of consumer sales, in some countries the Owner has statutory rights which cannot be affected or limited by the terms of this Warranty.

Nothing in this Warranty excludes or restricts any contractual rights the Owner may have against third parties.

\* United States includes American Samoa, the Commonwealth of Northern Mariana Islands, Guam, Puerto Rico and the U.S. Virgin Islands.



Cummins Inc.  
Box 3005  
Columbus, IN 47202-3005  
U.S.A.

# PistenBully 100

The multi-talent for cross-country, slope and indoor preparation



Professional snow  
snow  
rea  
and fleet ma

## Extensively proven and yet completely new

For years, the PistenBully 100 has been the reliable vehicle of choice whenever a versatile machine is needed for cross-country tracks, small slopes, or indoor use.

The fully redeveloped PistenBully 100 proves that our equipment continues to improve. We have thoughtfully taken customer requests into account throughout the development stages of this series. You can be sure that your daily grooming routine will be more productive and enjoyable with the new additions of innovative and intuitive features. Equally ground-breaking is the integrated interface to SNOWsat, the unparalleled system for cost-effective and economical snow and fleet management. The PistenBully 100 is already prepared for EU Stage V – just a little bonus on top of all the other outstanding features.

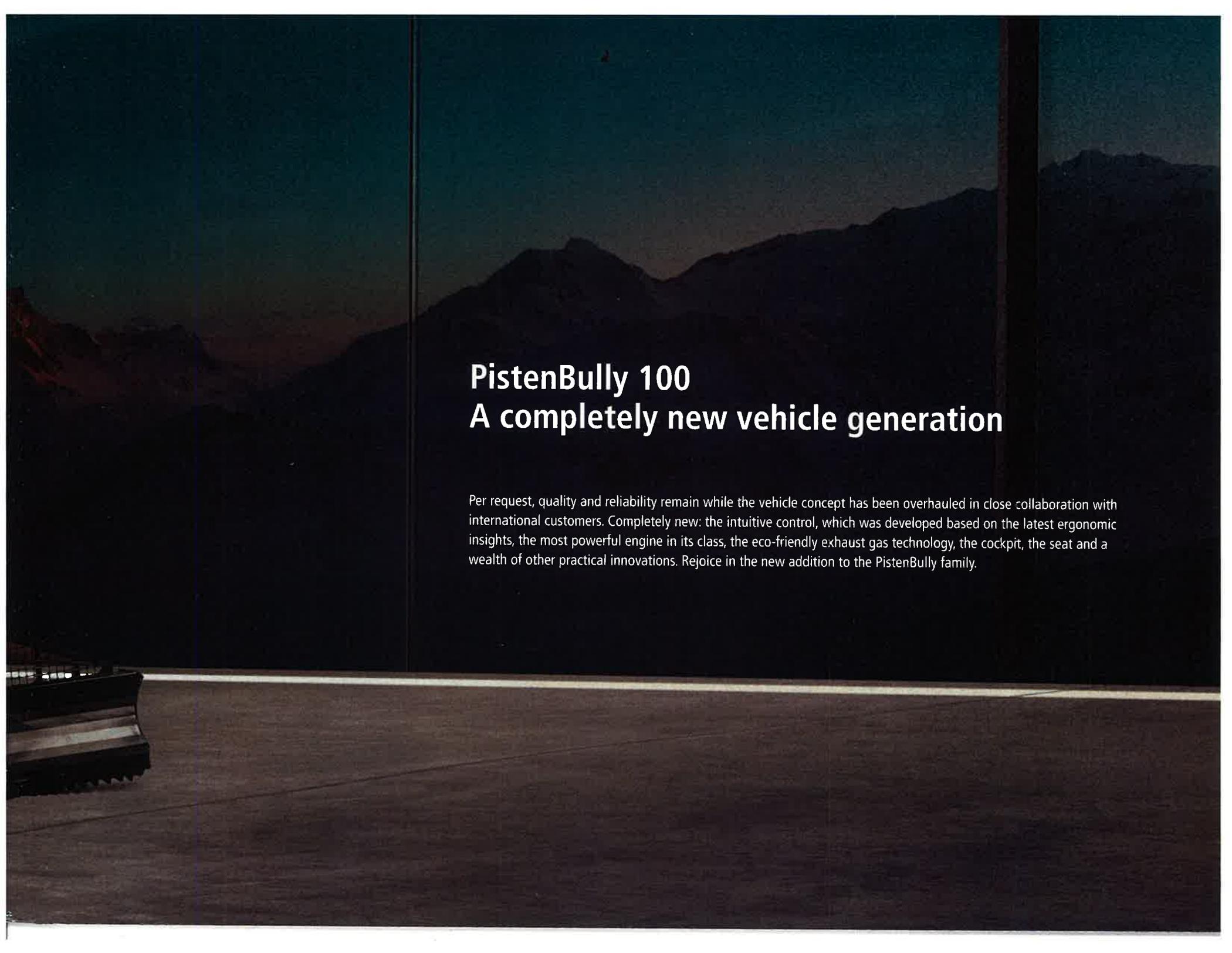
We hope that you enjoy discovering the new vehicle generation.



Jens Rottmair  
CEO







## **PistenBully 100**

### **A completely new vehicle generation**

Per request, quality and reliability remain while the vehicle concept has been overhauled in close collaboration with international customers. Completely new: the intuitive control, which was developed based on the latest ergonomic insights, the most powerful engine in its class, the eco-friendly exhaust gas technology, the cockpit, the seat and a wealth of other practical innovations. Rejoice in the new addition to the PistenBully family.



**NEW** **The cockpit**

**Greater freedom of movement  
and practical comfort**

- ⊕ Improved sense of space
- ⊕ Enhanced riding comfort
- ⊕ Increased safety
- ⊕ Practical details

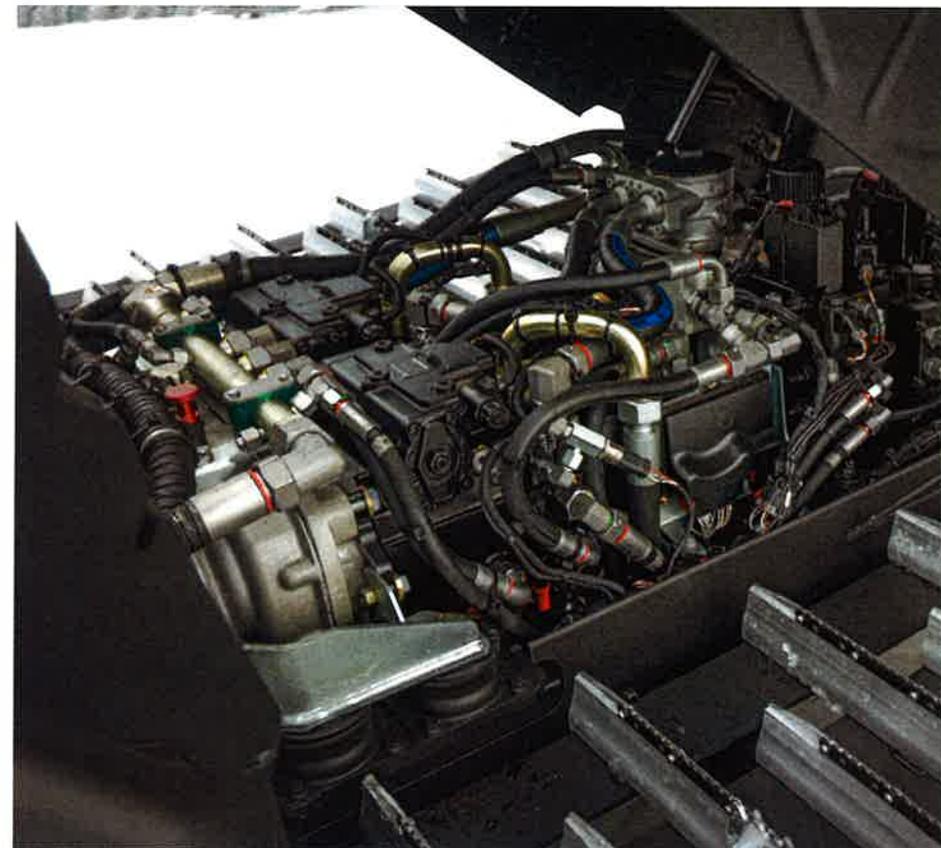
Page 6/7

**NEW** **The Steering**

**Simply intuitive and  
just what you want**

- ⊕ Integrated operating concept
- ⊕ Intuitive steering
- ⊕ Individual button assignment
- ⊕ iTerminal with large display

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**NEW** **The workstation**  
**Ergonomic and individually adjustable**

- ⊕ New workstation concept
- ⊕ Ergonomic working environment
- ⊕ Individually adjustable

**NEW** **The drive**  
**Most powerful engine in its class, economical and efficient**

- ⊕ Most powerful engine in its class (186 kW / 253 hp)
- ⊕ Eco-friendly exhaust gas technology
- ⊕ Ready for indoor work (diesel particle filter easy to fit)



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Piston

# The cockpit

## Greater freedom of movement and practical comfort

Anyone working outside at a ski resort in often adverse weather conditions needs a workstation that provides 100% support. We've worked closely with operators to find out what we could make better for everyday operation. With a new cab design and a multitude of big and small improvements, the PistenBully 100 delivers the cockpit that operators want, making their work easy and safe over many hours.

### ⊕ Improved sense of space

- Cab with more head and shoulder room
- New sitting position gives drivers greater freedom of movement

### ⊕ Enhanced riding comfort

- Ergonomic driver's seat with more lateral support, improved suspension, seat heating and individual adjustability
- Movable steering wheel with set position memory
- Innovative noise and heat insulation with sandwich structure
- Integrated air conditioning inside the cab (optional)

### ⊕ Increased safety

- ROPS-certified cab
- Larger front windshield for improved visibility of the blade
- Larger rear window for improved all-round visibility
- Working lights with LED light on the handrail for optimum illumination

### ⊕ Practical details

- Electrically adjustable exterior mirrors
- Dual sliding and heatable side windows, incl. in open position
- Additional mirror for direct view of the tracks



Horizontal mount mirror provides direct view of the tracks.



Dual sliding side windows, heated in any position, for optimum lateral visibility.



Larger and heated rear window for optimum visibility to the rear as well.



Electrically adjustable exterior mirrors.

# The Steering

## Simply intuitive and just what you want

The new design will make your work easier, thanks to the newly developed double-jointed joystick, which moves freely in all directions and transfers your hand movements directly to the blade. Lifting, lowering, changing cut angle, tilting and swivelling are now more intuitive and more precise.

Perfect control of all vehicle components comes from the patented iTerminal, which is now even clearer and easier to use thanks to touch-control and a new design.

### ⊕ Integrated operating concept

- New operating concept for all new vehicle models
- Identical arrangement of all control elements
- Fast orientation when you change from one vehicle to another.

### ⊕ Intuitive steering

- Intuitive joystick
- Double-joint function for four simultaneous movements
- Proportional steering of attachments with just one hand

### ⊕ Individual button assignment

- Freely programmable function buttons
- Customizable to driver's specific needs

### ⊕ iTerminal with large display

- Patented iTerminal with clear 10-inch display
- Simple control via touch function
- Color highlighting of all active vehicle components

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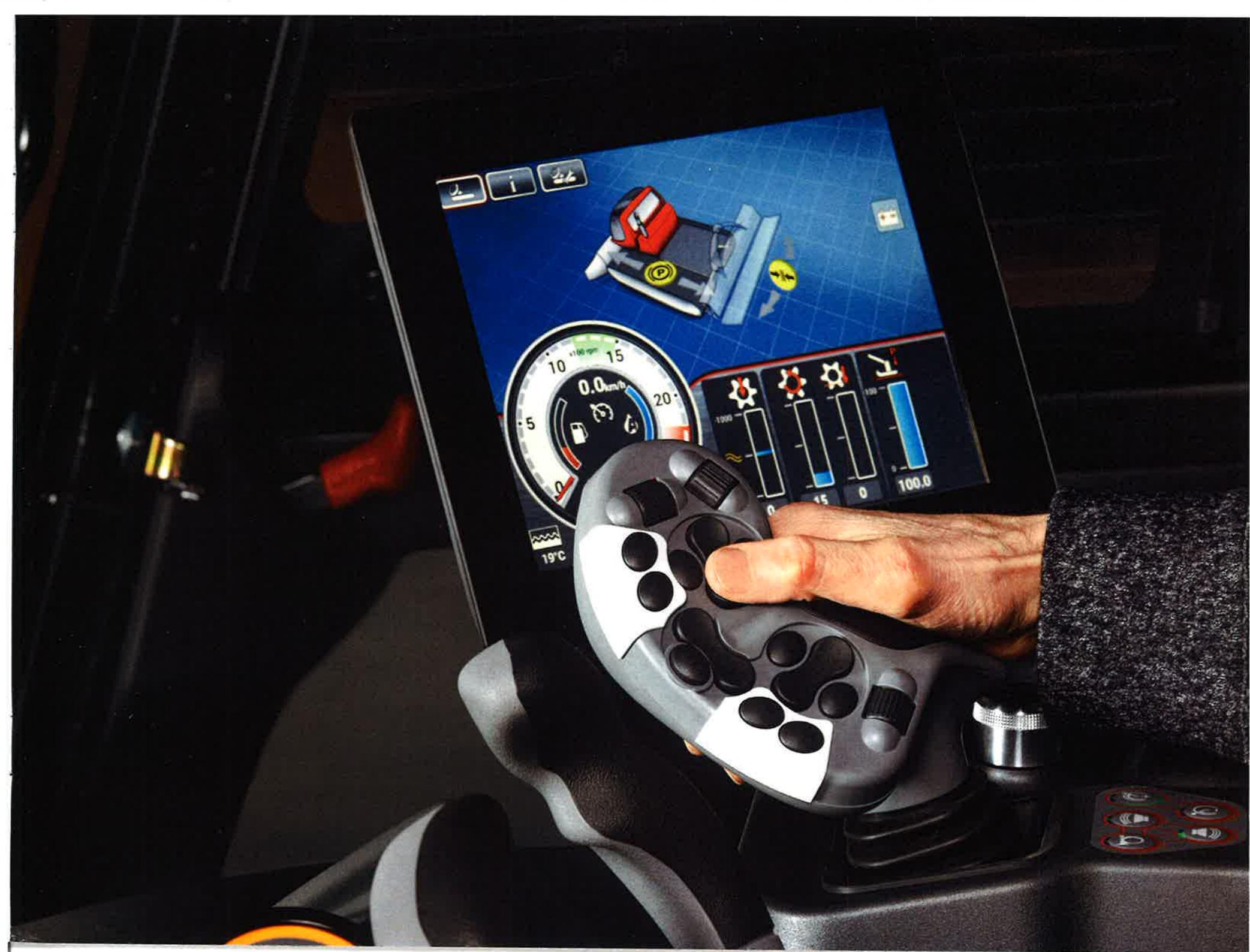
Joystick with ergonomic and proportional control for intuitive working.



Armrest with convenient and individually programmable customer buttons.



Patented iTerminal with optimized user guide thanks to color labelling of the active areas of the vehicle.



# The workstation

## Ergonomic and individually adjustable

The air-sprung seat, the steering wheel and the armrest with the new joystick have now been combined into one unit, giving you improved control of your PistenBully. You can relax while you steer, even on bumpy rides across difficult terrain.

Additionally, the cockpit of the PistenBully 100 can be adapted to your body size and your needs better than ever before. It is perfect when you have to spend many hours working on the slopes or trails.

### ⊕ New workstation concept

- Newly developed integration of seat, steering wheel, armrest and joystick
- All elements can be adjusted for perfect alignment
- Secure handling in all driving situations

### ⊕ Ergonomic working environment

- Workstation redesigned in line with ergonomic guidelines
- Health factors taken into account
- For fatigue-free and comfortable working

### ⊕ Individually adjustable

- Individual adjustments for a customized working environment
- Workstation can be tailored precisely to the driver's body size and arm length
- All elements are independently adjustable

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New ergonomic seat with improved lateral support, a wealth of adjustment options and seat heating.



Driver's seat with air-sprung heavy-duty seat frame for healthier working and improved ride comfort.



Optimized control even on uneven terrain thanks to the control unit integrated in the seat.

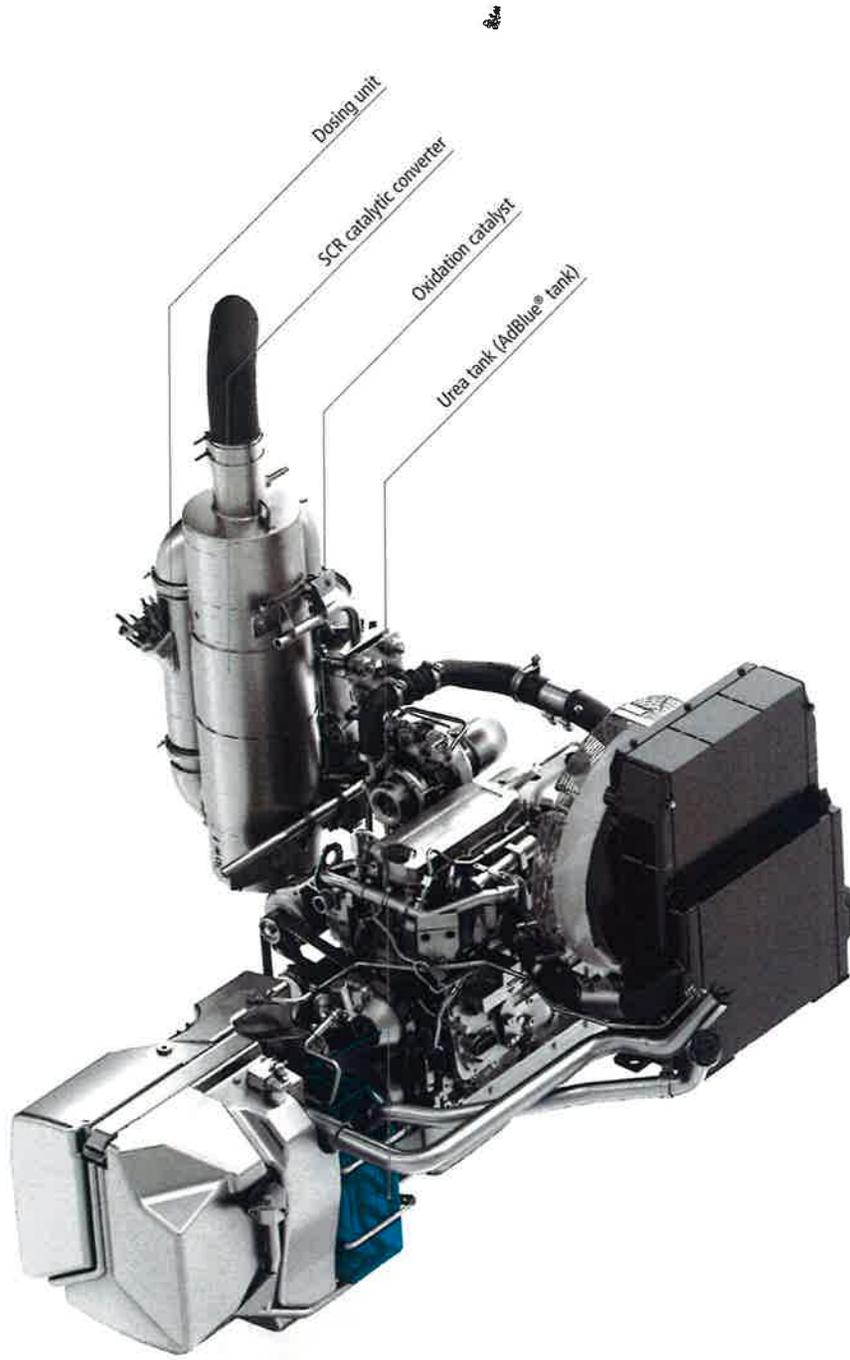


**NEW** The vehicle comes with all interfaces for SNOWsat fully integrated as standard. The optional display screen opens up the world of economical and eco-friendly snow and fleet management for you.

With SNOWsat you get the maximum from your fleet. The fleet management improves coordination and control of all vehicles and optimizes workflows. At the same time, the detailed analyses help you to save fuel and reduce operating times. It increases safety for snow grooming and supports needs-oriented production of machine-made snow.

Additionally: SNOWsat can also be retrofitted in all of the other vehicles in your fleet – regardless the brand.





**Completely unrivalled**

The PistenBully 100 is currently the only in its class that is already prepared for Emissions Stage V. This reduces pollutant emissions so much that it can even meet the strict requirements for Emissions Stage VI. Making it even cleaner and more versatile in terms of potential use.

# The drive

## Most powerful engine in its class, economical and efficient

More powerful than ever. With twenty percent more thrust, the PistenBully 100 is now more agile and more powerful. It can handle new challenges and is more flexible – just as a multi-talent should be.

### ⊕ Most powerful engine in its class

- Powerful 6-cylinder engine with 186 kW / 253 hp
- Powerful torque of 990 Nm at 1,500 rpm
- Less fuel consumption due to reduced engine revs
- Low vibration and much quieter
- Reduced supply pressure for optimum cold start

### ⊕ Eco-friendly exhaust gas technology

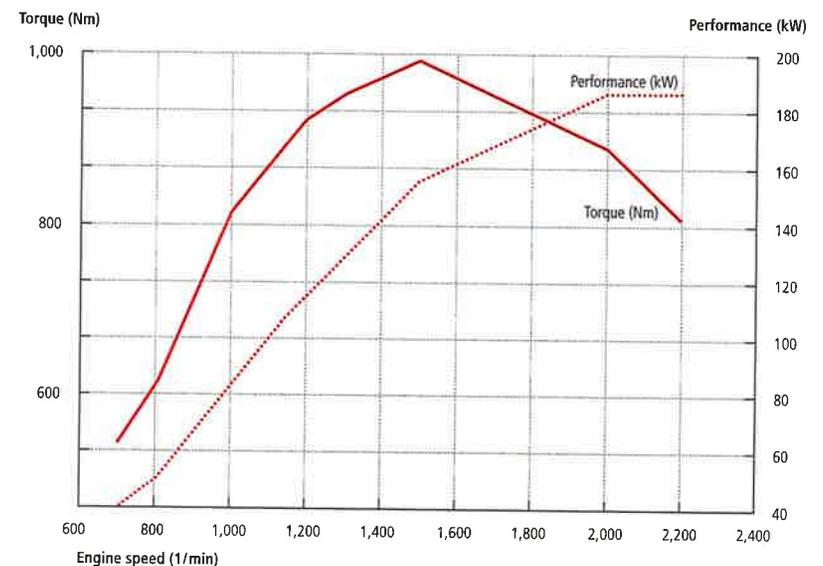
- Low-emission engine according to EU Stage 4, Tier 4 final
- Ready for conversion to EU Stage V
- Level display for the AdBlue® tank

### ⊕ Ready for indoor work

- Can be fitted with diesel particle filter
- Further reduction in exhaust pollutants
- Suitable for grooming in ski domes

### Technical data

Type	Cummins QSB 6.7 Tier 4f
Number of cylinders	6
Displacement	6.70 l / 6,700 ccm
Power output (ECE)	186 kW / 253 hp
Max. torque	990 Nm / 1,500 rpm
Fuel consumption	from 8.5 l/h
Tank capacity	155 l
Tank capacity DEF (AdBlue®)	19 l
Emission standard	EU Stage 4, Tier 4f (ready for EU Stage V)





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## The multi-talent tiller

### Highly flexible and more bite than ever!

#### ⊕ Greater efficiency

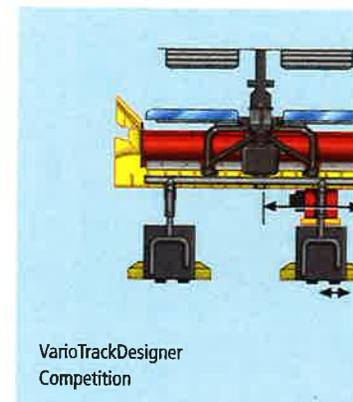
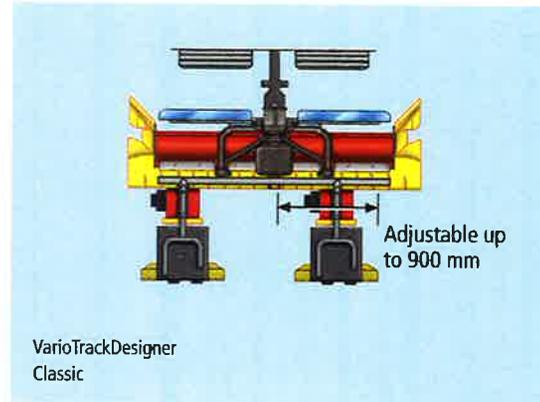
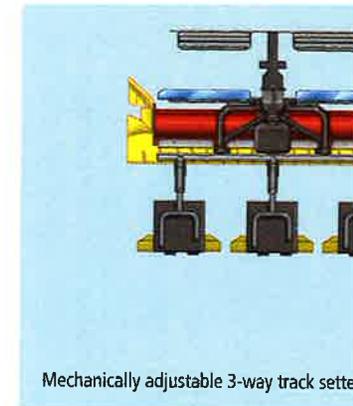
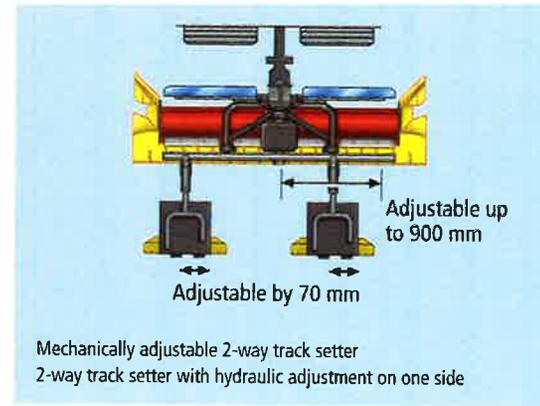
- New tiller with more teeth for improved snow surface
- More efficient passes thanks to a broader tiller shaft and larger working width

#### ⊕ Broader scope of use

- Three different working widths for every kind of grooming (3.2 / 3.5 / 3.8 meters)
- 2.50-m-wide tiller also available for narrow bridges and tight lanes
- For alpine use the hydraulic folding side finisher extend the working width to almost 5 meters (optional)

#### ⊕ More possibilities

- Tiller depth and the contact pressure of the tiller and setters can be adjusted independently of each other
- All tiller widths are available with hydraulic folding side finishers (optional)



## PistenBully track setters

### More functional, more adjustable

#### ⊕ Simple operation

- Equipment rail for simple removal of the track setters
- When not in use the track tiller (VarioTrackDesigner), can be removed without tools

#### ⊕ Precise trail grooming

- Improved terrain conformance thanks to deeper track setters
- More efficient work thanks to newly designed tapered former

#### ⊕ Well-thought out feature

- Transparent fenders for clear view of the tiller



## All-Way-Blade

### High-volume and sensitive on cross-country trails, slopes and in the park

#### ⊕ Newly developed blade for efficient working

- Taller snow guard for greater snow volumes
- Extended working widths of 2.80 and 3.10 meters
- Synchronized control of side wings. Reinforced bearings.
- Tiller and blade can be operated simultaneously using the joystick

#### ⊕ Longer, better, deeper: the new QCS

- Longer quick-change system (QCS) pushframe for improved visibility of the All-Way-Blade
- New lift cylinder for greater range of movement from the QCS

#### ⊕ Can also be used as park version

- Special quick-change system for use in parks
- Back blading feature for perfect grooming of features
- Two lift cylinders for even greater freedom of movement



## Chassis and tracks

### More stable and lower maintenance than ever before

#### ⊕ Strong and comfortable chassis

- New semi-axle technology offers higher payloads
- Improved service accessibility thanks to semi-axles and removable side plates
- New grid frame for more stability and load capacity
- Best gradability thanks to 4 running axles
- Greater ride comfort thanks to improved, softer suspension
- New comfortable driver's cab mounting

#### ⊕ Tracks, perfection in every detail

- Automatic track tensioning for lower wear and tear
- Protectors on the running wheels prevent the valves breaking due to hard sheets of ice
- Combi tracks and X-Track available
- 68 studs for a longer contact length of the vehicle
- Sprocket with 13 teeth for improved ride comfort of the tracks



# PistenBully 100 FunSlope

## The smallest and most agile snow groomer in fun park construction

Skiers and snowboarders enjoy a special experience in fun parks away from the normal slopes. With the PistenBully 100 FunSlope Kässbohrer presents a small, extremely agile and powerful vehicle, which takes into account the new concept of fun slopes for the whole family. Its special features make it a powerful all-rounder, which is setting completely new standards in park building.

### Flexible control

You can steer the PistenBully 100 FunSlope with either a stick control or a semi-circular steering wheel. The ergonomically shaped and intuitively controlled joystick has four main functions that can be utilised simultaneously. It allows perfect control and makes the PistenBully 100 FunSlope highly versatile: lifting and lowering, swivelling, angling, tilting with the highest precision. Efficient and creative shaping and reshaping of banks and structures become child's play.

### Increased action radius

Combined with a new, longer push frame, the All-Way-Blade of the PistenBully 100 FunSlope gives the shaper a working radius of 131°. The front push frame also has kinematics specifically designed for park building. With regard to the tried-and-tested snow tiller, the tiller shaft can be switched on in any position as needed. This facilitates – even when grooming steep jumps – extremely precise work.



Extreme agility of the front and rear attachments for perfect shaping and reshaping.



The maximum flexibility of the All-Way-Blade facilitates precise shaping of particular designs.



# Equipment

## PistenBully 100

### Standard



#### Individually adjustable steering wheel

The steering wheel can also be adjusted individually by the driver. The steering wheel folds away to increase space when you get out, it then springs back into its original saved position.



#### Standard seat

Air-sprung with heavy-duty seat frame, ergonomic design for improved lateral support, multiple headrest positions, heated seat, lap belt, mechanically adjustable: 3-stage seat tilt, length-adjustable seat cushion and 4-stage lumbar support.



#### LED working lights

The new LED working lights on the handrails front and rear ensure optimum illumination of the working area.



#### Heated side windows in any position

The side windows are dual sliding and heatable in any position for optimum visibility – even when open.

#### Other standard equipment

- Reduced charge pressure for optimum cold start
- Heated Rear Window
- DAB+ radio with hands-free set-up, Bluetooth and USB port
- USB port in armrest

## Optional



### Technical package

The PistenBully can be supplemented with other hydraulically operated attachments, such as the front snowblower, using an additional high-pressure circuit on the front of the vehicle.



### Fixed running wheels

Solid wheels are available as an alternative to the pneumatic running wheels.



### LED light package

The extensive LED light package with powerful working lights ensures perfect illumination of working areas.



### Diesel particle filter

Fitting with the diesel particle filter extends range of use of the PistenBully 100: in addition grooming of cross-country tracks and slopes also right at home indoors.



### SNOWsat

The professional snow and fleet management system with snow depth measurement delivers economical slope operations thanks to precise data capture, detailed evaluations and a multitude of diagnostic tools.



### Comfort Seat

Same features as the standard seat plus the following: multi-stage seat heating, 3-point safety belt, active ventilation in the seat cushions and rear section, pneumatically adjustable: central mound for improved support, lateral / back bolsters and lumbar support.



### Cabins for 5 or 8/10 people

You won't find this from any other snow groomer in this class: the option of adding a cabin for passenger transport up to a maximum of 10 people / max. 740 kg with folding seats.

### Other options

- Auxiliary heating
- Rear view camera
- Central locking
- Rear lift frame with vibration damping with lifting / lowering
- Rear lift frame with electrically adjustable pre-tensioning when in side to side swing
- Air conditioning (new: now inside the vehicle rather than roof installation)
- Hydraulically folding side finishers on the
- Spotlight

# Technical data

## PistenBully 100

### Engine

Type	Cummins QSB 6.7
Number of cylinders	6
Displacement	6.70 l / 6,700 ccm
Power output (ECE)	186 kW / 253 hp
Emission standard	EU Stage 4, Tier 4f
Max. torque	990 Nm / 1,500 rpm
Tank capacity	155 l
Tank capacity DEF (AdBlue®)	19 l
Fuel consumption	from 8.5 l/h
Drive pump	105 ccm
Traction drive	80 ccm
Tiller drive	71 ccm

### Driving characteristics

Speed	0 – 25 km/h, infinitely variable
Turning radius	on the spot

### Electrical

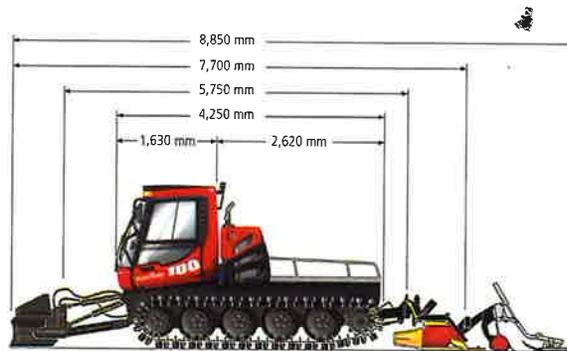
Low-Voltage System	24V
Alternator	28V / 120A
Batteries	2 x 12V / 100Ah
Cold start rating	680A

### Lightning

Front	4 halogen headlights, 2 LED working lights on the hand 2 LED rotating beacons
Rear	2 LED working lights

### Cab

Driver's seat	adjustable, air-sprung
Operating elements	switches, iTerminal
Windows	heated front and rear windows, sliding side windows, heated
Rear mirrors	heated, elec. adjustable, wide-angle
Wipers	coolant-heated, heating electrically controlled



### Weight

Tare weight*	with Combi tracks	from 5,000 kg
	with X-Track	from 4,760 kg
Permissible gross weight		7,500 kg
Payload on platform		1,500 kg

\*In acc. with ISO 1176/M6, net weights may vary depending on equipment.

### Dimensions

Width	without tracks	2,300 mm
	over Combi tracks / steel tracks	2,480 mm / 2,800 mm / 3,120 mm
	over X-Track	2,510 mm / 2,800 mm
	over snow tiller	3,200 mm / 3,550 mm / 3,850 mm
	over snow tiller with folding side finishers	4,070 mm / 4,420 mm / 4,720 mm
Blade	width open	3,421 mm / 3,820 mm
	width wide	2,820 mm / 3,220 mm
	Height	850 mm
Height	overall height	2,670 mm
	when driver's cab tilted	3,140 mm
Ground clearance		320 mm
Length	with blade, tiller and track setter	8,850 mm
Load area	Length	1,620 mm
	Width	1,920 mm
Recommended garage dimensions	Length (track setters folded up)	8,000 mm
	Width	4,900 mm
	Height	3,200 mm



# PistenBully Service

## We are here. Always.

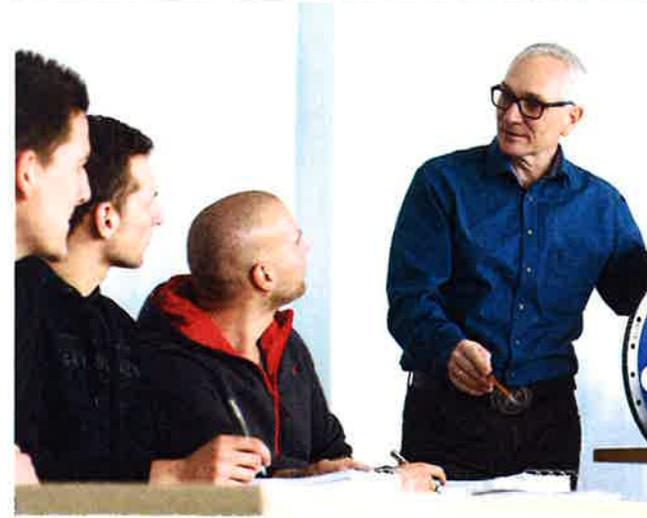
Day after day, we are working to make PistenBully even better. That applies to service too: we deliver spare parts as quickly as possible to every part of the globe. 365 days a year, 24 hours a day. We want to convince with our individual services, inspiring customers to go for the whole package.

- ⊕ Over 25,000 original spare parts in stock
- ⊕ All spare parts of OEM quality
- ⊕ Tested safety and high reliability
- ⊕ Evaluation of telemetry data
- ⊕ Service hotline: 24 hours a day, 7 days a week
- ⊕ Express delivery across Europe: overnight. Worldwide: max. 3 days
- ⊕ Expert advice on spare parts
- ⊕ Digital and up-to-date spare parts catalogue incl. order function
- ⊕ Spare parts for machines up to 15 years after series discontinued
- ⊕ Comprehensive advice and training concept
- ⊕ Advice on economical and eco-friendly use of your fleet
- ⊕ Technical training for fast maintenance right in the ski resort
- ⊕ External customer support – from the North Pole to the Antarctic

### Global and yet very close

To this end, we now have over 130 service stations and agencies around the world. This means we are always on hand for our customers. We meet the challenges and are continually working to improve our products and services. Because we know: smooth, cost-effective operations are the top priority.

You'll find more information on our service concept at:  
[www.pistenbully.com/service](http://www.pistenbully.com/service)



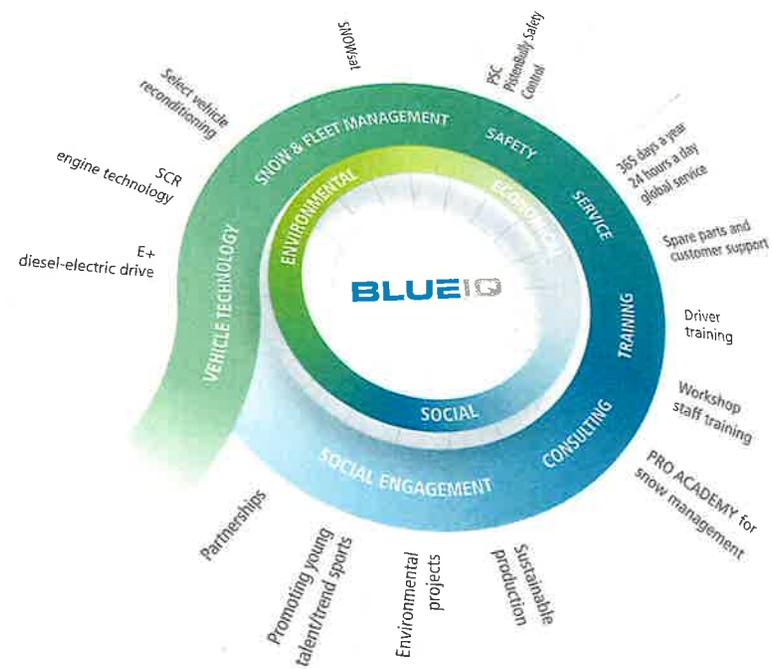
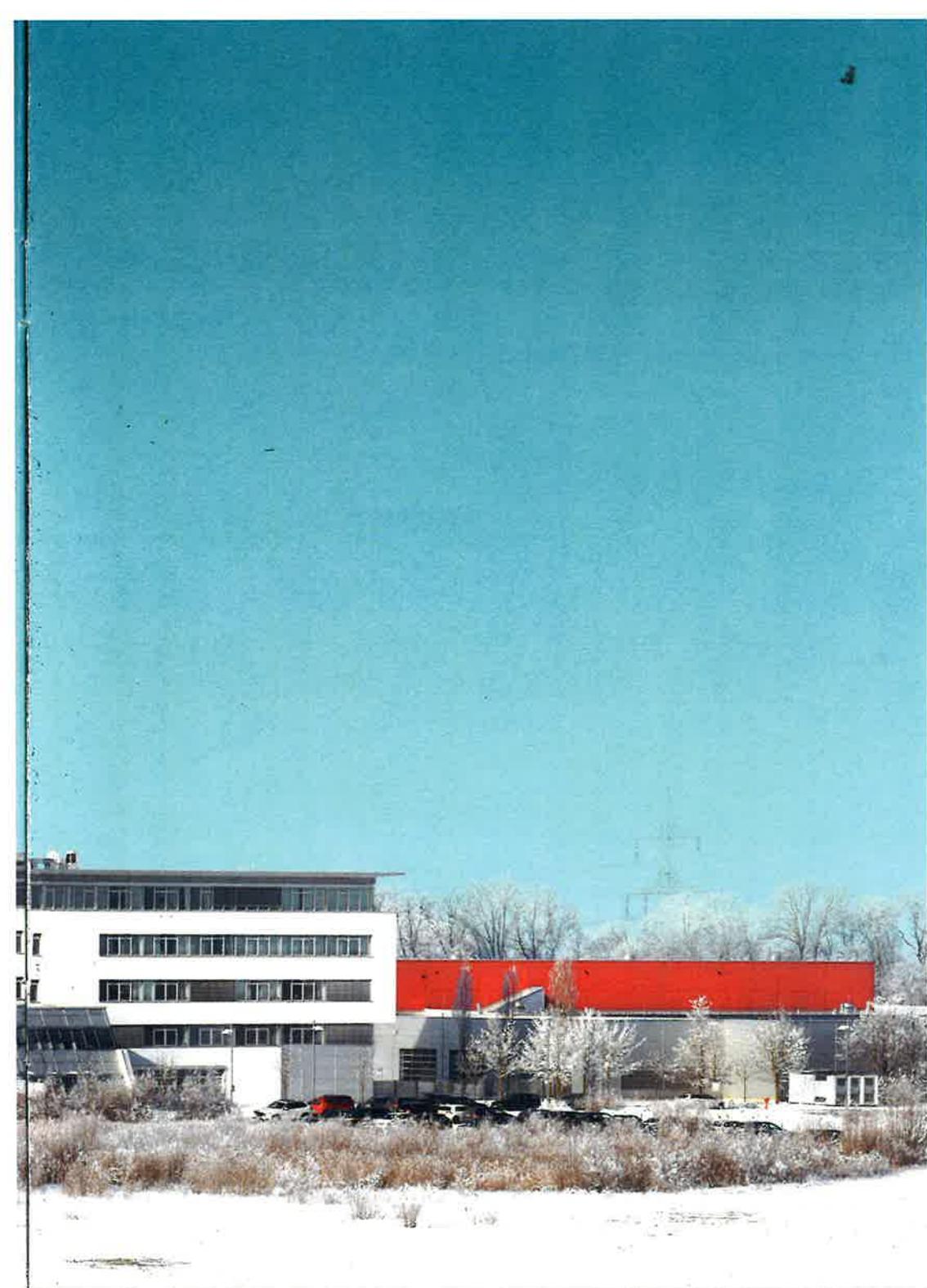
# **PistenBully. For the snow of tomorrow.**

## **Quality, reliability and partnership, always**

A company can only improve with genuine passion and a strong team. A passion for engines, machines and technology is inextricably linked to the Kässbohrer business. Our success essentially rests on these foundations: close cooperation with our customers, simple and fast solutions and a qualified and committed team.

A PistenBully is and remains something special. It encompasses new ideas, technologies and improvements that make it an efficient partner on the slopes. You can rely on the quality of our products made in Germany. And on the fact that sustainability and a responsible approach to people, the environment and resources are an integral part of our philosophy.



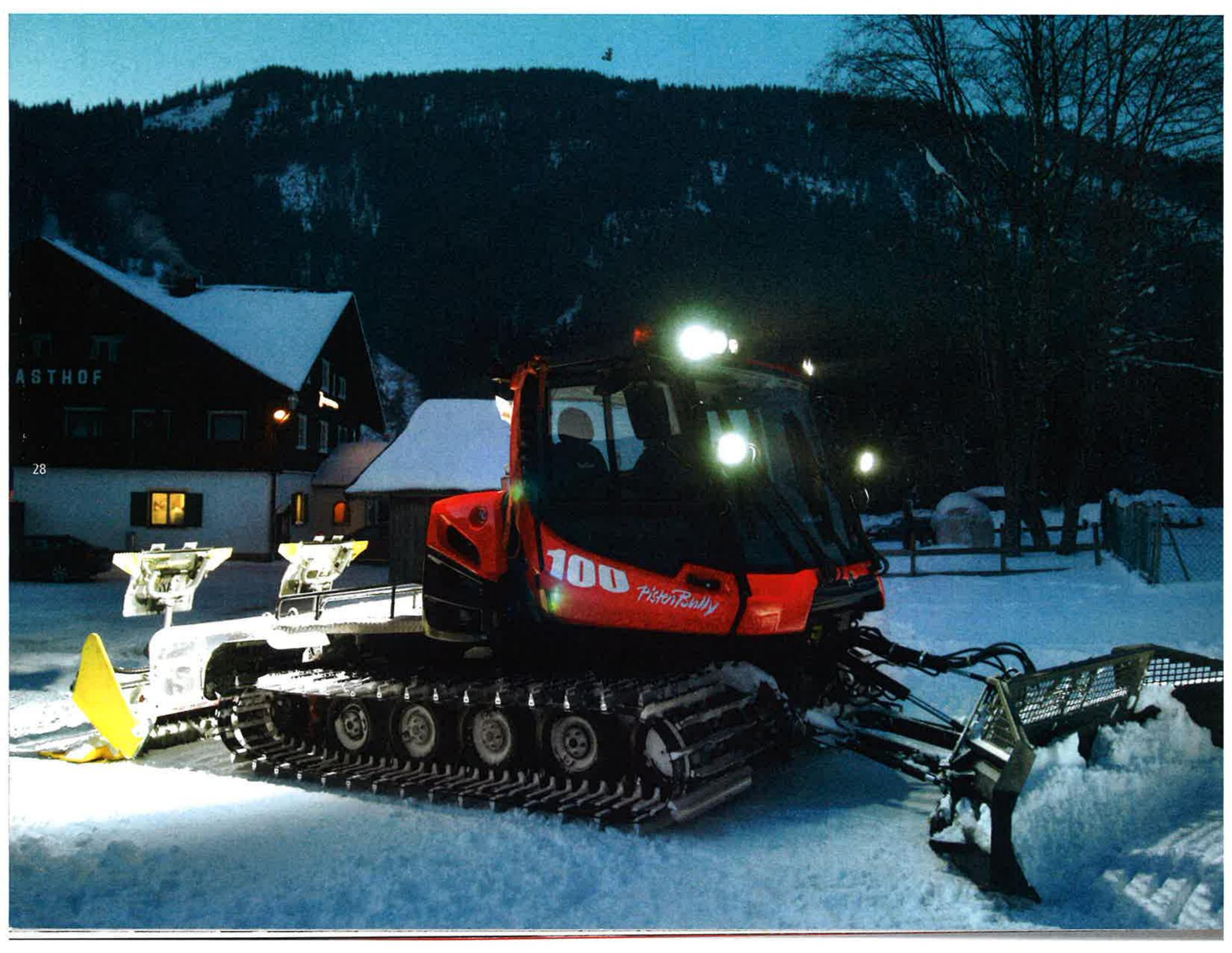


**BLUE IQ – responsibility for people and the environment**

With our BLUE IQ corporate strategy we are working actively with our customers to shape the future. As the global market leader we are convinced that technical innovations must be incorporated into integrated concepts. That's why we take the economic, ecological and social aspects into account in addition to technical factors. The result is a well-thought-out and coordinated portfolio. For more customer benefits, greater cost-effectiveness and a better environment.



A responsible future



*PistenBully®*



## The global PistenBully network

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