

Admin Minnesota

Office of State Procurement

Room 112 Administration Bldg., 50 Sherburne Ave., St. Paul, MN 55155; Phone: 651.296.2600, Fax: 651.297.3996
Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529.

CONTRACT RELEASE: A-209(5)

DATE: AUGUST 20, 2024

PRODUCT/SERVICE: AIR COMPRESSORS: TRAILER OR SKID MOUNT, OR CAB & CHASSIS INSTALLED

CONTRACT PERIOD: JANUARY 1, 2023, THROUGH DECEMBER 31, 2024

EXTENSION OPTIONS: UP TO 36 MONTHS

ACQUISITION MANAGEMENT SPECIALIST (AMS): MATT FIGGINS

PHONE: 651.201.2444 **E-MAIL:** matthew.figgins@state.mn.us **WEB SITE:** <https://mn.gov/admin/osp/>

CONTRACT VENDOR

CONTRACT NO.

TERMS

DELIVERY

NOTIFICATION OF MULTIPLE AWARDS

This release contains multiple awards for similar or like items. State agencies and CPV members should review and compare all multiple award Contract Vendors in order to ensure the best value for their potential purchase. Factors such as, but not limited to, cost, equipment warranty terms, vendor location, delivery lead times, available substitutes, selected options and current fleet and equipment or parts inventory levels all may contribute to the total cost/value of an individual purchase. Multiple vendors may be able to satisfy the requirements of the purchaser and therefore it is important for the purchaser to review all Contracts and Contract prices before executing an order.

ABM EQUIPMENT, LLC
333 2nd Street NE
Hopkins, MN 55343

224999

NET 30

100-150 DAYS ARO

CONTACT: Sam Fahey
EMAIL: samf@abmequip.com

PHONE: 952.938.5451

VENDOR NO.: 0001087143

[Sample Quote:](#)
[Sample Invoice](#)

ASPEN EQUIPMENT
9150 Pillsbury Ave. S
Bloomington, MN 55420

230096

NET 30

7-180 DAYS ARO

CONTACT: Mitch Buzzo
EMAIL: Mitchell.Buzzo@mgxequipment.com **PHONE:** 952-656-7133
CELL: 612.719.9765

VENDOR NO.: 0001142284

[Sample Quote](#)
[Sample Invoice](#)

CONTRACT VENDOR

BERT'S EQUIPMENT
3804 Hwy 75 N.
P.O. Box 336
Moorhead, MN 56561-0336

CONTRACT NO.

225003

CONTACT: Jim McLaughlin
EMAIL: jimmc@bertsonline.com

TERMS

NET 30

DELIVERY

60-365 DAYS ARO

PHONE: 218.233.8681
800.232.3787
FAX: 218.233.9548

VENDOR NO.: 0000221519

[Sample Invoice/Quote](#)

CRYSTEEL TRUCK EQUIPMENT

1130 73rd Ave. NE
Fridley, MN 55432

225004

CONTACT: Josh Taylor
EMAIL: jtaylor@crysteeltruck.com

NET 30

7-90 DAYS ARO

PHONE: 763.235.5478
800.795.1280

VENDOR NO.: 0000210054

[Sample Invoice](#)

NESCO, LLC

Contract Not Yet Fully Executed

CONTRACT USERS. This Contract is available to the following entities as indicated by the checked boxes below

- State agencies
- Cooperative Purchasing Venture (CPV) members

STATE AGENCY CONTRACT USE. State agencies should make every effort to use the Contract Vendor(s) listed. However, this Contract does not prohibit State agencies from using their delegated local purchasing authority to procure similar products and services from other vendors.

STATE AGENCY ORDERING INSTRUCTIONS. Orders are to be placed directly with the Contract Vendor. State agencies should use a Contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number. Orders may be submitted via fax.

CONTRACT FEEDBACK. If these commodities or service can be better structured to help you with your business needs, let us know. We solicit your comments and suggestions to improve all of our contracts so that they may better serve your business needs. If you have a need for which no contract currently exists, or you would like to be able to use an existing state contract that is not available to your entity, whether a state agency or CPV, please contact us. If you have specific comments or suggestions about an individual contract you can submit those via the [Contract Feedback Form](#).

HOW TO USE THIS MASTER CONTRACT

Step 1: Request a Quote

Request a quote from one of the Contract Vendors listed on this Contract Release. **Note that you should not request a quote from a Contract Vendor whose contract is not fully executed or on a contract that is expired.**

At a minimum the quote must include:

1. Contract vendor's name.
2. Name of contract vendor's representative providing the quote.
3. Date of quote.
4. State Contract Release A-209(5) and Contract number.
5. Detailed description of the Contract product(s) or item(s) being provided. Individual price, quantity and the agreed upon ARO.
6. Detailed description of the products that will be order and the title of the person accepted the order. Price per product ordered and state the agreed upon ARO per order.
7. Total price for all products/items quoted.
8. Expiration date of quote.
9. Delivery charges must clearly state the delivery charge per loaded mile and the delivery starting point. **A flat, fixed price for shipping will not be accepted and the State reserves the right to reject the offer if a price per loaded mile is not included on the Price Schedule.**

Mileage distance will be the distance from the delivery starting point to the Customer's delivery point only. Mileage distances will be determined from <https://www.google.com/maps> or <https://www.mapquest.com>. The ordering agency may use the Contract Vendor delivery, may pick up the equipment, or may contract for delivery with anyone it chooses. The delivery charge may be a factor in the award.

Step 2: The Ordering Entity is to verify the quote to confirm contract pricing and that the After Receipt of Order (ARO), offered meets the business need.

The following information explains the methods for calculating and/or confirming the contract prices.

- For FIXED pricing, the pricing offered must match or be lower than that detailed on this release on the MnDOT web page.
- **Price Lists:** Contact the Contract Vendor to confirm the equipment brand, model and build specifications to satisfy your operational requirements. The Contract Vendor shall confirm the equipment brand, model, and build specifications to the customer. Contracts were executed with a fix price. Prices can be found on the Minnesota Department of Transportation Maintenance Contracts (link below).

<http://www.dot.state.mn.us/maintenance/equipment/contracts/contracts.html>

Only accept contract vendor quotes that provide itemized contract pricing (lump sum price quotes must be rejected and revised by the contract vendor to show itemized State contract pricing).

Prior to accepting an order and/or issuing an invoice, inspect the products received to ensure they match both the terms and pricing of the contract.

Contact the AMS/Buyer detailed on the first page of this Contract Release to report any pricing discrepancies or for assistance in confirming/calculating contract pricing.

Step 3: Establish a Purchase Order.

Once the ordering plan has been approved, a purchase order (PO) may be issue before any products is shipped by the Contract Vendor.

State agencies issuing purchase orders should use a Contract Release Order (CRO) or a Blanket Purchase Order (BPC).

Step 4: Paying the final Invoice

Before issuing payment on an invoice, the Ordering Entity must inspect the contract products to ensure they match both the terms and pricing on the contract. Only accept invoices from Contract Vendors that itemized contract products and delivery charges as stated in the Special Terms. Lump sum prices must be rejected and reworked by the Contract Vendor to show itemized State contract pricing. The invoice must include enough detail for the Ordering Entity to verify that the products were delivered on the invoice have been provided.

Note that the delivery method (Drop Ship or Inside Delivery) must be stated on the invoice.

END OF HOW TO USE THIS MASTER CONTRACT INSTRUCTIONS

SPECIAL TERMS AND CONDITIONS

SCOPE. The purpose of the Contract is to provide a source for Air Compressors, compressor accessories and parts and labor directly related to the equipment on contract, for State agencies and CPV Members.

PRICES. Prices are firm through the initial period of the contract. After that period, prices may increase once a year. Price increases are not effective until they are approved by the AMS. **NOTE:** At no time should the ordering entity pay more than the Contract price. Agencies must contact the AMS immediately and fill out a [Vendor Performance Report](#) if there is a discrepancy between the price on the invoice and the Contract price.

SHIPPING CHARGES. All deliveries are to be FOB Destination. The Contract Vendor has stated the delivery charge per loaded mile and the delivery starting point. Mileage distance will be the distance from the delivery starting point to the purchaser's delivery point only. Mileage distances will be determined from <http://maps.google.com>. The ordering agency may use the Contract Vendor delivery, may pick up the equipment, or may contract for delivery with anyone it chooses.

DELIVERY REQUIREMENTS. The Contract Vendor must notify the receiving agency at least 72 hours before delivery to allow for inspection and compliance. No delivery can be made on State holidays, Saturday or Sunday or after 4:00 p.m. on weekdays without prior approval by the agency to which the equipment is being delivered. The Contract Vendor must confirm delivery locations and requirements with the Customer. Prior to delivery, the Contract Vendor is responsible for confirming with the Customer that the delivery location will accommodate unloading the equipment.

EQUIPMENT LITERATURE. Upon request by a State agency or CPV member, the Contract Vendor shall provide literature at no cost.

EQUIPMENT ORIENTATION. The cost of the equipment includes equipment orientation to the end user that will familiarize the end user on how the equipment will operate, the mounting and removal of accessories and/or options and all operating and safety instructions.

RENTAL EQUIPMENT. If listed on the Price Schedule, the Contract Vendor may offer equipment for rent if the equipment is the same make and model on contract. The Contract Vendor agrees to accept a State agency or CPV member purchase order and will not require the State agency or CPV member to sign a rental agreement. The Contract Vendor retains the title of the equipment during the rental term. The Contract Vendor will provide the Customer with the make, model and VIN number and equipment replacement value prior to delivery. State agencies will provide the Contract Vendor with proof of property insurance on the equipment during the rental term. CPV members should follow their local requirements for property insurance on un-owned equipment.

VENDOR OWNED RENTAL OR DEMO EQUIPMENT SALES. During the term of the Contract, if the same make and model of equipment contracted, that are Contract Vendor owned rental returns or demo equipment become available for purchase the State or CPV member may purchase from this contract.

The equipment shall not be older than two years from the manufactured date and the remaining manufacturer's warranty shall be transferred to the new owner. The price will be based on the price deduction per used hour offered from the current State Contract base price.

MISCELLANEOUS ITEMS. State agencies may purchase incidental miscellaneous parts, accessories and labor that is directly related to a specific item(s) included on the Contract. The total purchase order issued by a State agency for these types of items may not exceed \$5,000.00 for an individual purchase order. If the Customer's entity requires a lower threshold for competitive bidding other than \$5,000.00, they must follow their local entity's requirements. Any purchase order must be issued to the Contract Vendor.

REVISIONS.

01/19/2024 1 years extension amendments executed for contract# 224999, 225003, 225004

01/22/2024 1 years extension amendment executed for contract# 230096

06/20/2024 2nd Amendment done for 225003

UNSPSC.

40151600 Compressors

EQUIPMENT PRICE SCHEDULE

Detail pricing information is available on MnDOT web page:

<http://www.dot.state.mn.us/maintenance/equipment/contracts/contracts.html>