

# Admin Minnesota

## Office of State Procurement

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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: C-796(5)

**DATE:** NOVEMBER 17, 2023

**PRODUCT/SERVICE:** CHIPPERS, BRUSH, PTO AND ENGINE DRIVEN AND STUMP GRINDERS

**CONTRACT PERIOD:** JANUARY 1, 2022, THROUGH DECEMBER 31, 2024

**EXTENSION OPTIONS:** UP TO 24 MONTHS

**ACQUISITION MANAGEMENT SPECIALIST:** PAUL THOMAS

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**WEB SITE:** <https://mn.gov/admin/osp/>

#### 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.

#### CONTRACT VENDOR

#### CONTRACT NO.

#### TERMS

#### DELIVERY

**TRENCHERS PLUS INC.**  
2309 West Highway 13  
Burnsville, MN 55337

**203463**

**NET 30**

**Varies by Model**

**VENDOR NO.:** 0000209158

**CONTACT:** John Rabideaux  
**Email:** [john@trenchersplus.com](mailto:john@trenchersplus.com)

**PHONE:** 612.868.5646  
**FAX:** 952.890.4563

**FREIGHT:** \$3.00 Per Loaded Mile with Delivery Starting Point Burnsville, MN 55337

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#### CONTRACT VENDOR

#### CONTRACT NO.

#### TERMS

#### DELIVERY

**TRUEMAN WELTERS INC**  
1600 Highway 55 East  
Buffalo, MN 55313

**203464**

**NET 30**

**30-365 Days**

**VENDOR NO.:** 0000193702

**CONTACT:** Seth Strehler  
**Email:** [seth@welters.net](mailto:seth@welters.net)

**PHONE:** 763.682.2200  
**FAX:** 763.682.6141

**FREIGHT:** \$2.50 Per Loaded Mile with Delivery Starting Point Buffalo, MN 55313. Minimum Delivery Charge \$150.00

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**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 C-796(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.

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>. 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.

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**

**SPECIFICATIONS, DUTIES, SCOPE OF WORK AND SPECIAL TERMS**

**PURPOSE.** The purpose of the contract is to provide Brush Chippers, PTO Driven and Engine Driven, and Stump Grinders C-796(5) which may be purchased by State Agencies and Cooperative Purchasing Venture (CPV) members on an as needed basis.

**SECTION 1: EQUIPMENT SPECIFICATIONS**

**BRUSH CHIPPERS, PTO DRIVEN & ENGINE DRIVEN**

**1. GENERAL EQUIPMENT REQUIREMENTS**

- 1.1. This equipment must be the most current advertised production model, as modified per specifications and approved by Mn/DOT.
- 1.2. This equipment must be furnished with all standard equipment advertised, whether or not specifically called for here, except where the item is replaced by optional over standard equipment or conflicting equipment is specified.
- 1.3. This equipment must be complete with all equipment required for immediate operation to function as listed in the equipment specifications and must meet all applicable codes and safety standards.

**2. ENGINE DRIVEN BRUSH CHIPPERS REQUIREMENTS**

- 2.1. Unit shall be trailer or track mounted, or self-propelled.
- 2.2. Chipper shall be nine (9) inch capacity class or larger.
- 2.3. Unit shall be engine powered.
- 2.4. Trailer mounted units shall have tongue jack.
- 2.5. Brush chipper shall be delivered with one (1) complete additional set of O.E.M. air and fluid filters.
- 2.6. Each brush chipper shall be supplied with one set of parts, service, repair, and operations manuals.
- 2.7. When offering options such as, but not limited to, hydraulic winch, hydraulic swivel discharge, etc., price must include everything needed so unit is complete, installed, and ready to use by the operator.
- 2.8. Manufacturer's standard color acceptable, lead free paint.

**3. PTO DRIVEN BRUSH CHIPPER REQUIREMENTS**

- 3.1. Unit shall be three (3) point hitch mounted.
- 3.2. Chipper shall be five (5) inch capacity class or larger.

- 3.3. Unit shall be PTO-powered.
- 3.4. Each brush chipper shall be supplied with one set of parts, service, repair, and operations manuals.
- 3.5. When offering options, such as but not limited to chute discharge extensions, etc., the price must include everything needed so the unit is complete, installed, and ready to use by the operator.
- 3.6. Manufacturer's standard color acceptable; lead-free paint.

#### **4. STUMP GRINDERS REQUIREMENTS**

- 4.1. Unit shall be wheeled, trailer or track mounted, or self-propelled.
- 4.2. Stump grinders must be 25 horsepower (hp) or greater.
- 4.3. Unit must be engine powered.
- 4.4. Trailer mounted units must have tongue jack.
- 4.5. Unit(s) must be delivered with one (1) complete additional set of O.E.M. air and fluid filters.
- 4.6. Each unit(s) must be supplied with one set of parts, service, repair, and operations manuals.
- 4.7. When offering options, price must include everything needed so unit is complete, installed, and ready to use by the operator.
- 4.8. Manufacturer's standard color acceptable, lead free paint.

### **SECTION 2: SPECIAL TERMS**

#### **1. Right to Add.**

During the term of the contract, the State reserves the right to add additional equipment and accessories, upon mutual agreement between the State and the Contractor(s) through a duly executed amendment to the contract.

#### **2. Buying "Off" Contract.**

The State reserves the right to issue an additional RFP/Event, separate and aside from this RFP, if deemed in its best interest. The State may use whatever RFP/Event procedure that is most advantageous to the State. The State also reserves the right to issue another RFP/Event if new makes and models become available that would be of interest and benefit to the State or CPV members.

#### **3. Billing Requirements.**

The Contractor must submit separate detailed invoices for each purchase order to the "bill-to" address as shown on the purchase order.

If requested, the Contractor must submit one copy of the original purchase order issued from the State agency or CPV member and one copy of the final invoice for each transaction against the Contract to the AMS. The invoice must be itemized per the detail in the Manufacturer's Vendor Price Schedule that is submitted with the RFP. The State intends that the final invoice is generated only after the equipment has been delivered, inspected, approved and accepted.

#### **4. Interest Rate on Unpaid Balance.**

The Contractor may not charge interest on unpaid balances over and above what is allowed in State law. Contractors may not calculate additional interest into the price offered for the equipment to cover expenses on unpaid balances.

**5. Equipment Literature.** Upon request by a State agency or CPV member, the Contractor shall provide equipment sales literature at no cost to the requestor. Equipment sales literature should include items such as, but not limited to, product information, product functionality, and operation instructions. A link to the manufacturer's website that includes technical data must be provided and should be included with the response to the Solicitation.

#### **6. Equipment Orientation.**

Unless the cost of orientation is itemized on the Price Schedule, the cost of the equipment includes orientation to familiarize the end user on how the vehicle will operate, the mounting and removal of accessories and options, and all operating and safety instruction. The Contractor must provide orientation where the ordering entity takes possession, unless otherwise requested by the ordering entity. Orientation for drop shipped goods may be accomplished via video or other means as approved by the ordering entity.

**7. Miscellaneous Items.**

State agencies may purchase incidental miscellaneous parts, accessories and labor that are not listed on the Price Schedule but are directly related to a specific item(s) included on the Contract. The total cost for these miscellaneous 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 Contractor.

**8. Purchase of Rented Equipment.**

If there are options for the Customer to purchase rented equipment after the equipment has been received and rented, then the final equipment price will be based on the number of engine hours, or miles prior to delivery to the Customer (see 8.3 below). New rented equipment is defined as rented equipment with zero hours, or miles prior to the delivery to the Customer. Used rental or demo equipment is defined as rental or demo equipment with registered engine hours or miles prior to delivery to the Customer.

**8.1. Purchase New Rented Equipment.** New rented equipment is defined as new equipment with zero engine hours, or miles prior to the delivery to the Customer and rented by the Customer prior to purchase. If there is an option to purchase new rental equipment, and if included on the Price Schedule, the Contractor will indicate the percentage of the rental price paid to be applied to the final purchase price. This percent will be deducted from the contracted price for the equipment.

The Contractor must list on the Price Schedule if additional interest and finance charges would be added to the purchase price for the rental period only so the Customer can determine if it desires to purchase the rental equipment. If this includes a finance charge, the percent must be indicated on the Price Schedule. If the Prime Interest Rate is also used as a calculator in the formula for calculation, it may only be the average Prime Interest Rate for the rental term only. The Contractor must provide any documentation requested to substantiate the Prime Interest Rate being charged.

**8.2. Purchase of Used Rented Equipment.** Used rental equipment is defined as equipment rented by the Customer with registered engine hours or miles prior to delivery to the Customer. If requested on the Price Schedule, the Contractor may offer used rental equipment for sale. The rental equipment for sale must be the same make and model on contract. The manufacturer's warranty shall be transferred to the new owner. The Contractor should consider all associated costs involved if the rental equipment is purchased and no additional interest or finance charges will be allowed.

**8.3. Purchase of Rented Equipment Calculation.**

The final equipment purchase price will be based on two factors:

1. A price per hour or mile deducted for each registered engine hour or mile prior to the delivery to the Customer from the current State Contract base price, and
2. The percentage of the Customer rental price paid and applied to the final equipment purchase price.

Equipment Contract Base Price

Minus (-) Used Equipment Deduction (registered hours or miles prior to delivery multiplied (x) by the contract price per used hour)

Subtotal

Minus (-) % Percent of paid rental fees

Equals (=) Final Equipment Purchase Price

EXAMPLE: MnDOT rents a used piece of equipment which has a contract price of \$20,000.00 to purchase new. The equipment has 100 registered engine hours prior to delivery to MnDOT. The equipment is rented for three (3) months at a contracted cost of \$2,000.00 per month totaling \$6,000.00. The contracted price for each used engine hour is \$1.00 per hour. The contracted rental price percentage to be applied to the purchase of rented equipment is 20%. When MnDOT decides to purchase the Used Rental Equipment their final equipment purchase price will be as follows;

\$20,000.00 (= the Equipment Contract Base Price)

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- \$ 100.00 (\$1.00 X 100 hours = the Used Equipment Deduction)
- = \$19,900.00 (Subtotal)
- \$ 1,200.00 (20% of \$6,000.00 (the total rent paid) = the Percent of paid rental fees)
- \$18,700.00 (final equipment purchase price)

If extended warranty options are available, Contractors should list the costs on the Price Schedule under "Options." The price should include all associated costs and indicate the number of years, miles or hours the extended warranty term covers.

**9. Rental Return or Demo Equipment for Sale.**

During the term of the Contract, if a Contractor owned rental return or demo equipment become available for purchase and the equipment is currently on contract, the equipment may be purchased by the Customer.

The remaining manufacturer's warranty shall be transferred to the new owner. The Contractor should consider all associated costs involved if the rental or demo owned equipment is purchased and no additional interest or finance charges will be allowed if purchase occurs. The final equipment price will be based on the price deduction per used hour or mile offered from the current State Contract base price.

Used equipment that has been purchased by a Contractor customer, whether the purchase was made under the Contract or not and has been returned to the Contractor is not part of this Solicitation and may not be offered. Customers must acquire used equipment according to their local purchasing requirements.

**SWIFT CODES:**                    27110000 Chipper, Brush, PTO and Engine-Driven  
   25172600 Parts & Accessories  
   78111808 Rental

**REVISIONS:**  
11/17/2023    Trenchers Plus, Contract 203463 and Trueman Welters, Contract 203464 extended through December 31, 2024, at the same pricing, terms, and conditions.  
11/15/2022    Trencher Contract No. 203463 Price Schedule for Morbark Model 1821 is added. All other prices, terms, conditions, and specifications remain the same.  
08/19/2022    AMS/Buyer updated from Karen McIntyre to Paul Thomas.  
06/29/2022    Trencher Contract No. 203463 Price Schedule is updated. All other terms, conditions and specifications remain the same.

**Detailed Pricing Information Is Available on the MnDOT Web Page at:**  
<https://www.dot.state.mn.us/equipment-contracts/index.html>

[Trenchers Plus Inc. Pricing](#)

[Trueman Welters Pricing](#)