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CONTRACT RELEASE: L-331(5)

DATE: July 01, 2024

PRODUCT/SERVICE: ARTICULATING WHEEL LOADERS AND RELATED ACCESSORIES

CONTRACT PERIOD: DECEMBER 1, 2023, THROUGH NOVEMBER 30, 2024

EXTENSION OPTIONS: UP TO 48 MONTHS

ACQUISITION MANAGEMENT SPECIALIST /BUYER (AMS): CHUCK HAUCK

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NOTIFICATION OF MULTIPLE AWARDS

This release contains multiple awards for similar or like items. State Agencies and CPV members should review and compare all Contract Vendor's prices 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 end user and it is important for the purchaser to review all Contracts and Contract prices before executing an order.

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
Doosan Bobcat North America, Inc 250 E. Beaton Drive West Fargo, ND 58078 VENDOR NO.: 0000207426 Sample Quote and Invoice	239126 CONTACT: Heather Messmer EMAIL: heather.messmer@doosan.com	NET 30	270 DAYS ARO PHONE: 701.241.8719
L & L RENTAL, INC. 11461 Spudville Road Hibbing, MN 55746 VENDOR NO.: 0000207622 Sample Quote and Invoice	239129 CONTACT: Kyle Lind EMAIL: kyle@landrentalsinc.com	NET 30	240 DAYS ARO PHONE: 218.262.5232
NUSS TRUCK AND EQUIPMENT 12540 Dupont Ave. South Burnsville, MN 55337 VENDOR NO.: 0000201150 Sample Quote and Invoice	239128 CONTACT: Mike Sweeney EMAIL: msweeney@nussgrp.com	NET 30	60-150 DAYS ARO PHONE: 952.894.9595

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
RDO EQUIPMENT COMPANY 12500 Dupont Ave. S Burnsville, MN 55337 VENDOR NO.: 0000199158 Sample Quote and Invoice Authorized Distributors	239127 CONTACT: Jesse Miller EMAIL: jmiller@rdoequipment.com	NET 30	120-180 DAYS ARO PHONE: 612.202.6906
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ROAD MACHINERY & SUPPLIES 5633 Hwy 13 W Savage, MN 55378 VENDOR NO.: 0000244135 Sample Quote and Invoice	239133 CONTACT: Dillon Murray EMAIL: dmurray@rmseq.com	NET 30	90 DAYS ARO PHONE: 515.249.8161
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RTL EQUIPMENT 16064 149 th St NE Big Lake, MN 55309 VENDOR NO.: 0001124674 Sample Quote and Invoice	239125 CONTACT: Matt Morrison Email: Matt.Morrison@rtlequipment.com	NET 30	270 DAYS ARO PHONE: 763-263-0505
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TITAN MACHINERY, INC. 644 E Beaton Drive West Fargo, ND 58078 VENDOR NO.: 0000251892 Sample Quote and Invoice Authorized Distributors	239131 CONTACT: Andy Bethel EMAIL: andy.bethel@titanmachinery.com	NET 30	1-365 DAYS ARO PHONE: 612.741.3321
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TRUEMAN WELTERS, INC. 1600 Hwy 55 E Buffalo, MN 55313 VENDOR NO.: 0000193702 Sample Quote and Invoice	239123 CONTACT: Seth Strehler EMAIL: seth@welters.net	NET 30	1-365 DAYS ARO PHONE: 763.682.2200
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Universal Truck Sales LLC. 2845 Long Lake Rd Roseville, MN 55113 VENDOR NO.: 0000193702 Sample Quote and Invoice	239132 CONTACT: Steve Monk EMAIL: Stevem@universaltruckservice.com	NET 30	2+ DAYS ARO PHONE: 763.682.2200
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ZIEGLER, INC. 901 W 94 th Street Minneapolis, MN 55420	239130 CONTACT: Chad Shoemaker EMAIL: chad.shoemaker@zieglercat.com	NONE	4-10 WEEKS ARO PHONE: 952-887-4471

Contract Release: L-331(5)

VENDOR NO.: 0000208585

[Sample Quote and Invoice](#)

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 and email address.

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 L-331(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 Ordering Entity'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.

Detailed Pricing for the Articulating Wheel Loaders and Related Accessories is available on the MnDOT Contract Specifications Index web page:

<https://www.dot.state.mn.us/equipment-contracts/index.html>

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

For PERCENTAGE DISCOUNT OFF OF LIST pricing, calculate the contract price by following these steps:

- 1) Locate the appropriate price list using this release and the MnDOT web page.
- 2) Calculate the Contract Price by applying the Percentage Discount Off of the Appropriate Price List to the appropriate Price List.
- 3) Confirm the price offered is equal to, or lower than, the price calculated in step 2.

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 delivered on the invoice have been provided.

The Contract(s) pricing structure is a PERCENTAGE DISCOUNT OFF OF LIST PRICE. To calculate the Contract Price, follow the processes provided in Step 2 above.

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 AND SCOPE OF WORK:

Section 1: Duties and Scope of Work

1. SCOPE OF WORK.

The purpose of this contract is to provide Articulating Wheel Loaders and Related Accessories, as well as training and/or training materials on their use, maintenance, and operation under Contract Release L-331(5) throughout the entire State of Minnesota. Equipment may be purchased and/or rented, by State Agencies and Cooperative Purchasing Venture (CPV) members on an as needed basis.

The unit shall be the most current advertised production model as modified per specifications and approved by the ordering entity, 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. The unit shall be complete with all equipment required for immediate operation to function as listed below. The unit must meet all applicable codes and standards.

2. QUOTE REQUIREMENTS.

The Contractor must respond to an Ordering Entity's request for quote with a written quote per the terms of the Contract within three (3) business days of receipt. All prices quoted must be at the contract price or lower. If there is any inaccurate information in the print-out, the Contractor may make corrections to the print-out in ink. All such corrections must be initialed and dated by the Contractor prior to submitting the print-out with the quote.

2.1 Quotes for Install Jobs Only: By providing a quote that includes install, the Contractor certifies that all parts quoted are compatible with customers equipment provided as part of the initial request by the Customer. It is the responsibility of the customer to provide an accurate description of the equipment upon which the install will occur.

3. EQUIPMENT SALES LITERATURE.

Upon request by a State Agency or CPV member, the Contractor must 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.

4. 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.

5. 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 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.

6. 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.

7. TOOLS, SHOP SUPPLIES AND FEES.

The Contractor will be solely responsible for providing all tools and shop supplies required to perform the work outlined. No additional fees may be charged to the State for the following items that include, but are not limited to, tools, shop supplies, tire or oil disposal, environmental fees, etc.

8. INSTALLATION SERVICES.

Installation and/or mounting services may be applicable or may be requested on an as needed basis by the Customer. Equipment prices offered should not include installation or mounting cost unless otherwise indicated in the Equipment Specifications and/or Price Schedule.

9. DELAYS.

The Contractor shall notify ordering entity immediately of any prospective delays in the completion of the project. Such notice shall be given in writing as soon as the contractor recognizes the prospect the prospect of delay. The ordering entity will approve such request from the contractor.

10. BUYING "OFF" CONTRACT.

This Contract does not prohibit State Agencies from using their delegated local purchasing authority to procure similar goods and services from other vendors. The State reserves the right to issue an additional RFP/Event, separate and aside from this Contract, if deemed in its best interest. The State may use whatever existing Contracts, or new RFP/Event procedure that is most advantageous to the State. The State also reserves the right to issue additional RFP/Events if new makes and models become available that would be of interest and benefit to the State or CPV members.

11. 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 will only accept final invoice after the equipment has been delivered, inspected, approved, and accepted including any necessary orientation.

12. 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.

13. NEW EQUIPMENT FOR RENT PROGRAM.

If offered on the Price Schedule, the Contractor may offer new equipment for rent if the equipment is the same make and model on contract. The Contractor 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 Contractor retains the title of the equipment during the rental term. The Contractor will provide the Customer with the make, model and VIN number and equipment replacement value prior to delivery. State agencies will provide the Contractor 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.

If approved by the Contractor, the routine and daily maintenance will be performed by the Customer as defined and required according to the Original Equipment Operator's (OEM) manual, as long as doing so does not void the OEM's warranty. Oil and lube changes will be accomplished by the Customer at the required intervals as stated in the OEM manual. All oil and filters must be provided by the Contractor during the rental term. If the Contractor does not approve the Customer for routine and daily maintenance, the Contractor must make the arrangements and bear all costs for the routine and daily maintenance including any equipment moves from or to the Customer location. The customer will not be responsible and will not pay any rental costs when the equipment is non-operational or away from their site for repairs or routine maintenance.

During the rental term, any warranty repairs needed due to OEM warranty requirements or equipment failures will be the responsibility of the Contractor including all transportation and costs. The location of where the repairs will occur will be mutually agreed by the Customer and the Contractor.

If the Customer damages the equipment through negligence, the Customer will be responsible for the repairs. The location of where the repairs will occur will be mutually agreed by the Customer and the Contractor. The Customer will only be responsible for actual, verifiable repair costs.

If mutually agreed, the rental term may exceed the term of the Contract providing the purchase order is issued, and the rental term begins, prior to the end of the Contract term. The rental term cannot go past the State Fiscal Year end date (June 30th) after the Contract term has ended. If the Customer desires to purchase the rental equipment, it must be purchased prior to the end of the term of the Contract.

The Contractor will pay all costs associated with replacing or swapping out the equipment.

14. 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. 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.

14.1. 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.

14.2. 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.

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

14.2.1. 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

14.2.2. The percentage of the Customer rental price paid and applied to the final equipment purchase price.

14.3 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)

\$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, Contractor 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.

15. RENTAL RETURN OR DEMO EQUIPMENT FOR SALE.

During the term of the Contract, if a Contractor owned rental return or demo equipment becomes available for purchase, and it is a product 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.

If extended warranty options are available for rental or demo equipment sales, the Contractor should list the options and 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.

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.

Section 2: Equipment Specifications.

1. Articulating Wheel Loader Base Model Requirements.

- 1.1. Loader must have backup alarm.
- 1.2. Loader must have operator warning system.
- 1.3. If utilizing an internal combustion engine, loader must have inside cab gauges or electronic monitoring at minimum for:
 - 1.3.1. Fuel
 - 1.3.2. Hydraulic Oil Temp
 - 1.3.3. Engine Coolant Temp
 - 1.3.4. Hour Meter
 - 1.3.5. Transmission Oil Temp
 - 1.3.6. Tachometer
 - 1.3.7. Oil Pressure
 - 1.3.8. Voltmeter/Alternator Amp
- 1.4. If utilizing an electric powertrain, loader must have inside cab gauges or electronic monitoring at minimum for;
 - 1.4.1. Hydraulic Oil Temp
 - 1.4.2. Hour Meter
 - 1.4.3. Battery Life
- 1.5. Loader must have inside cab wide angle rearview mirror and outside mounted West Coast mirrors.
- 1.6. Loader cab must have R.O.P.S.
- 1.7. Loader must have seat belt.
- 1.8. Loader must have front windshield washer and wiper system.
- 1.9. Loader must have cab heater with front and rear window defroster.
- 1.10. Loader must have road and work lights.
- 1.11. Loader must have parking brake.
- 1.12. Loader must have vandal proof cab and engine compartment.
- 1.13. Loader must have hydraulic steering.
- 1.14. Frame/steering must be articulating with safety lock.
- 1.15. Loader must have either a liquid cooled diesel or electric powertrain.
- 1.16. Unit must have engine coolant heater with weatherproof plug if diesel powered.
- 1.17. Unit must have cold starting aid system if diesel powered.
- 1.18. For offered attachments and accessories such as buckets with quick couplers, 4 in 1 buckets, wing plows, etc., price must include all components needed so unit is complete, installable, and ready to use by the operator from the cab.

- 1.19. Loader must be supplied with one complete set of manuals: Parts, Service, Repair, and Operations.
- 1.20. Loader must be delivered with one complete additional set of OEM air and fluid filters.
- 1.21. Contractor must ensure equipment meets all federal and Minnesota safety codes.
- 1.22. Contractor must provide adequate instruction in mounting and removal, operation, safety, and maintenance of supplied equipment before payment will be made.
- 1.23. Manufacturer's standard color is acceptable; must be lead free paint.

2. Transportation and Taxes

- 2.1. Freight under this contract is Price per Loaded Mile. Price per Loaded Mile is the delivery charge per loaded mile from the delivery starting point (city, state, and zip code) to the ordering entity's delivery point. Freight must be included on the quote, and the amount invoiced may not exceed the amount quoted for freight unless the ordering entity agrees otherwise in writing. The State will not accept a flat, fixed price for shipping. If the Price per Loaded Mile is "No Charge" or "\$0.00," or that field on the Price Schedule is blank, delivery is included in the product cost. Mileage distance will be determined using an industry-standard product.
- 2.2. Do not add sales tax to the prices being offered. State Agencies hold a Direct Payment Authorization Letter which is used to pay applicable taxes directly to the Department of Revenue. Contractors may go to <http://www.revenue.state.mn.us> to learn about the applicable sales tax (search "Fact Sheet 142").

Contract Release: L-331(5)

UNSPSC

22101528 Wheel Loader

REVISIONS.

07/01/2024 RTL Equipment Contact updated

**Select the following link to the MnDOT Contract index.
Locate and select the Contract Name to access the Price Book Pages.**
[Equipment Contracts - MnDOT \(state.mn.us\)](https://state.mn.us/equipment-contracts)

Articulating Wheel Loader