

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: P-961(5)

DATE: OCTOBER 15, 2024

PRODUCT/SERVICE: PAVEMENT REPAIR EQUIPMENT

CONTRACT PERIOD: FEBRUARY 1, 2023, THROUGH JANUARY 31, 2025

EXTENSION OPTIONS: UP TO 36 MONTHS

ACQUISITION MANAGEMENT SPECIALIST /BUYER (AMS): KAREN MCINTYRE

PHONE: 651.201.3124 **E-MAIL:** karen.mcintyre@state.mn.us **WEB SITE:** <https://mn.gov/admin/osp/>

CONTRACT VENDOR ABM EQUIPMENT LLC 333 2nd St. NE. Hopkins, MN 55343	CONTRACT NO. 221869	TERMS Net 30	DELIVERY 5-180 Days ARO
VENDOR NO.: 0000281821	CONTACT: Scott Reiersen Email: Scottr@abmequip.com		PHONE: 800-229-5451 or 952-938-5451 FAX: 952-938-0159

[ABM Equipment LLC Sample Quote and Sample Invoice](#)

CONTRACT VENDOR WHITE CAP LP 2575 Kasota Ave St. Paul, MN 55108	CONTRACT NO. 228767	TERMS Net 30	DELIVERY 30 to 60 Days ARO
VENDOR NO.: 0000319044	CONTACT: Darrin Nystrom Email: darrin.nystrom@whitecap.com		PHONE: 651.398.1740 or 320.267.0244 FAX: 320.251.2763

[White Cap \(Brock White\) Sample Quote and Sample Invoice](#)

[Price Schedule](#)

Authorized Dealer Locations					
COMPANY NAME	SWIFT VENDOR NO. & LOCATION NO.	STREET ADDRESS	CITY, STATE ZIP	PHONE NO.	CONTACT NAME
White Cap LP	0000216940-002	2575 Kasota Ave	St Paul, MN 55108	651-398-1740	Darrin Nystrom
White Cap LP	0000216940-008	12785 Elk Lake Road	Elk River, MN 55330	651-398-1740	Darrin Nystrom
White Cap LP	0000216940-009	6784 10Th Ave SW	Rochester, MN 55902	651-398-1740	Darrin Nystrom
White Cap LP	0000216940-005	580 41St Ave N	Saint Cloud, MN 56303	651-398-1740	Darrin Nystrom
White Cap LP	0000216940-011	2855 Independence Rd #100	Baxter, MN 56425	651-398-1740	Darrin Nystrom
White Cap LP	0000216940-004	4231 West 1st Street	Duluth, MN 16507	651-398-1740	Darrin Nystrom
White Cap LP	0000216940-010	818 E 50 St N	Sioux Falls, SD 57104	651-398-1740	Darrin Nystrom
White Cap LP	0000216940-006	1425 41St Street N	Fargo, ND 58102	651-398-1740	Darrin Nystrom

Contract Release: P-961(5)

CONTRACT VENDOR

CIMLINE, INC.

2601 Niagara Lane N
Plymouth, MN 55447

CONTRACT NO.

221871

TERMS

Net 30

DELIVERY

35-45 Days ARO

VENDOR NO.: 0000198670

CONTACT: Ben Thielbar
Email: bthielbar@cimline.com
or orders@cimline.com

PHONE: 612-916-4966
or 800.328.3874
FAX: 866-557-1971

[Cimline Inc Sample Quote and Sample Invoice](#)

Authorized Dealer Listing					
COMPANY NAME	SWIFT VENDOR NO. & LOCATION NO.	STREET ADDRESS	CITY, STATE ZIP	PHONE NO.	CONTACT NAME
Swanston Equipment Co	0000197573_1	3450 West Main	Fargo, ND 58103	701-293-7325	Shawn Suess
MidStates Equipment	0000225391_1	606 County Rd 1	Mountain Lake, MN 56159	800-929-3807	Alan Hirsch

CONTRACT VENDOR

FALCON ROAD

MAINTENANCE EQUIPMENT, LLC

2600 W Salzburg Street
Freeland, MI 48623

CONTRACT NO.

221872

TERMS

Net 30

DELIVERY

90 Days ARO

VENDOR NO.: 0000925412

CONTACT: Trish Bell
Email: trish@falconrme.com

PHONE: 248-860-6064

[Falcon Road Sample Quote and Sample Invoice](#)

Authorized Dealer Listing					
COMPANY NAME	SWIFT VENDOR NO. & LOCATION NO.	STREET ADDRESS	CITY, STATE ZIP	PHONE NO.	CONTACT NAME
SANITATION PRODUCTS		1402 41ST ST N	FARGO, ND 58102	701-282-0296X5	CHRIS HAUGURD
SANITATION PRODUCTS	0000815292	901 E 48TH ST N	SIOUX FALLS, SD 57104	605-332-2487	CHRIS HAUGURD
SANITATION PRODUCTS		1051 7TH ST SE	ST CLOUD, MN 56304	800-323-7948	CHRIS HAUGURD

CONTRACT VENDOR

MIDSTATES EQUIPMENT & SUPPLY, INC.

606 County Road 1
Mountain Lake, MN 56159

CONTRACT NO.

221873

TERMS

Net 30

DELIVERY

45-90 Days ARO

VENDOR NO.: 0000225391

CONTACT: Jacquelyn Strom
Email: midstates@midstatesequipment.net

PHONE: 800-929-3807
or 507-427-3807 x 1223
FAX: 507-427-3709

CONTACT: Abby Bargaen
Email: abbyb@midstatesequipment.net

PHONE: 507-427-3807x 1243

[Midstates Equipment Sample Quote and Sample Invoice](#)

Contract Release: P-961(5)

CONTRACT VENDOR	CONTRACT NO.	TERMS	DELIVERY
RCM EQUIPMENT COMPANY, LLC 12090 Margo Ave South Hastings, MN 55033	221874	Net 30	90 Days ARO
VENDOR NO.: 0000230728	CONTACT: Frank Connelly Email: rcmequipment@gmail.com		PHONE: 651-480-8886 FAX: 651-480-8808

[RCM Equipment Sample Quote and Sample Invoice](#)

CONTRACT VENDOR	CONTRACT NO.	TERMS	DELIVERY
RUFFRIDGE JOHNSON EQUIPMENT COMPANY, INC. 2065 Commerce Dr. PO Box 437 Centerville, MN 55038	221875	Net 30	120 Days ARO
VENDOR NO.: 0000202006	CONTACT: Dave Hosch Email: daveh@rjequip.com		PHONE: 800-462-5383 or 612-378-9558 CELL: 651.890.2317 FAX: 612.378.9385
	CONTACT: Stacie Hosch Email: stacieh@rjequip.com		PHONE: 612-378-9558 CELL: 612.644.7248

[Ruffridge Johnson Sample Quote and Sample Invoice](#)

CONTRACT VENDOR	CONTRACT NO.	TERMS	DELIVERY
STEPP MANUFACTURING CO., INC. 12325 River Road North Branch, MN 55056	221876	1% in 10, Net 30	90 - 180 Days ARO
VENDOR NO.: 0000193727	CONTACT: Jason Stepp Email: jason@steppmfg.com		PHONE: 651-674-4491 FAX: 952-698-8103

[Stepp Manufacturing Sample Quote and Sample Invoice](#)

CONTRACT VENDOR	CONTRACT NO.	TERMS	DELIVERY
SWANSTON EQUIPMENT CORP. 3450 Main Ave PO Box 1963 Fargo, ND 58103	221877	Net 30	150-210 Days ARO
VENDOR NO.: 0000197573	CONTACT: Jon Saetre Email: jsaetre@swanston.com		PHONE: 800-369-0371 or 701-293-7325 FAX: 701-293-9468

[Swanston Equipment Sample Quote and Sample 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. This Contract must be used by State agencies unless a specific exception is granted in writing by the AMS listed above.

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.

SERVICE CERTIFICATION FORM REQUIREMENTS.

Pursuant to Minn. Stat. § 16C.09, agencies must complete a "Service Contract Certification Form" prior to issuing an order for services offered from this Contract.

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](#).

REVISIONS.

- 03/12/24 White Cap Contract No. 228767 is amended to add Husqvarna Model K4000 Cut n Brake. All other terms, conditions, specs, and pricing remain the same.
- 02/01/24 All contracts extended through January 31, 2025. For Cimline and Midstate contracts, the pricing remains unchanged. ABM Equipment, Falcon Rd, RCM, Ruffridge Johnson, Stepp Mfg., Swanston and White Cap contracts have updated pricing. All other terms, conditions and specifications remain the same.
- 01/09/24 Falcon Road Maint. Contract No. 221872 amended to update Authorized Dealer Listing. All other terms, conditions, specs, and pricing remain the same.
Ruffridge Johnson Contract No. 221875 contact information is updated.
- 6/1/2023 Assignment of Brock White Contract No. 221870 to White Cap LP No. 228767. All other terms, conditions, specs, and pricing remain the same.

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 P-961(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. The name and title of the person from the Contractor issuing the quote.
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.

The Loaded Mile Rate and Delivery Starting Point listed on the price schedules.

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.

- The Contract(s) was executed with FIXED PRICING. The pricing offered must match or be lower than that detailed herein.
- The Contract(s) pricing structure includes PERCENTAGE DISCOUNT OFF OF LIST PRICE. To calculate the Contract Price, follow the three steps detailed below.
 1. Locate the appropriate price list below.
 2. Calculate the Contract Price by applying the Percentage Discount Off Of the Appropriate List Price to the appropriate Price List.

3. Confirm the price offered is equal to, or lower than, the price calculated in Item 2.

- The Contract(s) includes HOURLY RATES. Confirm that the correct rate has been utilized by the Contract Vendor and that the number of hours is properly calculated/subtotaled. Review the number of hours quoted against the scope of your project.

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 ****

PAVEMENT REPAIR EQUIPMENT

SECTION 1: GENERAL EQUIPMENT SPECIFICATIONS

1. General Equipment Specifications.

- 1.1. The unit must be the most current advertised production model as modified per specifications and approved by MnDOT 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.
- 1.2. The unit must be complete with all equipment required and ready for immediate operation to function as listed in the detailed specifications.
- 1.3. The unit must meet applicable federal and State codes and standards and be able to pass a CVI Inspection.
- 1.4. There must be at least one set of parts and operator manuals included with each piece of equipment, in paper or digital versions.
- 1.5. The Contractor must offer price for an additional set of parts, service, repair and operations manuals on pricing pages.
- 1.6. The Contractor must be responsible for the cost of any inspections, adjustments, parts, labor, travel, pickup and/or delivery charges that are a result of equipment failure(s) during the warranty period. The needed warranty repairs, inspections and other need services must be performed as soon as possible after the Contractor is notified.
- 1.7. The warranty must commence when the unit is put into service. The Contractor must state warranty for all items offered on the equipment's description page.
- 1.8. Manufacturer's standard color is acceptable. Must be lead free paint.
- 1.9. Note: there is a new drawing for MnDOT Trailer Wiring.
- 1.10. The RV plug is to be wired with industry stranded specifications and the Sim-Round Pin style must follow the wiring diagram. No adaptors will be accepted.
- 1.11. The trailers need to have a separate brake light and turn signal light on each side. There must be individual brake (2 ea.) and turn signal lights (2 ea.) for a total of 4 lights. These lights must be 4" round lights in rubber grommets or 3"x 7" oval lights in rubber grommets.
- 1.12. Clearance and Marker lights must be 2" round lights in rubber grommets or MnDOT approved equal.
- 1.13. Jack hammers are not allowed on this contract, they are on a different contract.
- 1.14. When offering options on the price pages, the price must include everything needed so option is complete, installed and ready to use by the operator.

SECTION 2: DETAILED EQUIPMENT SPECIFICATIONS

1.0 POTHOLE PATCH and ASPHALT RECYCLER REQUIREMENTS:

- 1.1 Unit must be trailer or truck/skid mounted, including tailgate mounted.
- 1.2 Unit must provide a heat source.
- 1.3 Unit must be: either non-engine powered, engine powered or PTO powered. Units must not be velocity patch pothole machines.
- 1.4 Trailer units must have tongue jack.
- 1.5 Each pothole patch and/or asphalt recycler unit must be supplied with one set of parts, service, repair and operations manuals.
- 1.6 Trailer must have lights that meet ICC specifications.
- 1.7 Truck units must not include cab and chassis in base price, cab and chassis may be offered as an option on pricing pages, must list make, model, engine, transmission, and suspension. State agencies and Cooperative Purchasing Venture members may purchase cab and chassis off the State contract for cab and chassis. The Contractor must provide the purchaser (at the time of order) the minimum specifications for the needed cab and chassis if not ordered from this Contract.
- 1.8 MnDOT may require inspection of similar unit in order to determine unit meets specifications before award is made.

2.0 POTHOLE VELOCITY PATCH EQUIPMENT REQUIREMENTS:

- 2.1 Unit must have a hopper box with electric/air slide system capable of 1/4" minimum to at least 3/4" aggregates.
- 2.2 Unit must be powered by gas or diesel engines.
- 2.3 Unit must include air compressor.
- 2.4 Unit must include low effort design aggregate hose and swing carrier for hose.
- 2.5 Unit must include an insulated tank with heating system.
- 2.6 Truck units must not include cab and chassis in base price, cab and chassis may be offered as an option in section 6.0 of pricing pages, must list make, model, engine, transmission, and suspension. State agencies and Cooperative Purchasing Venture members may purchase cab and chassis off the State contract for cab and chassis. The Contractor must provide the purchaser (at the time of order) the minimum specifications for the needed cab and chassis if not ordered from this Contract.
- 2.7 Each velocity pothole patch unit must be delivered with one set of O.E.M. air and fluid filters for all components of the unit.

3.0 CRACK/JOINT SEALING TRAILER REQUIREMENTS:

- 3.1 Unit must be designed to melt asphalt rubber and/or Mastic sealants and apply them to joints or cracks.
- 3.2 Boiler must be from 60-600 gal. capacity.
- 3.3 Unit must be skid mount or trailer mount.
- 3.4 Unit must be diesel or propane powered.
- 3.5 Each crack sealing unit must be supplied with one set of parts, service, repair and operations manuals.
- 3.6 Trailer units must have lights and bumpers that meet ICC specifications and allow unit to pass Certified Vehicle Inspection.
- 3.7 Air compressor options cannot be a separate trailer mounted air compressor. They are covered on a separate contract. Air compressors and tool options must be a part of crack/joint sealing trailer used to assist in cleaning out cracks and joints.

4.0 PAVEMENT CUTTER REQUIREMENTS:

- 4.1 Unit must be gasoline or diesel engine powered.
- 4.2 Unit must have cutter head assembly for creating 1/2" or wider cuts in pavement. Circular saw blade or pin drop type units are not acceptable.
- 4.3 Unit must be used for routing cracks as well as creating pavement cuts for the purpose of sealing joints on pavement surface.

5.0 CAB & CHASSIS MOUNTED OIL DISTRIBUTOR REQUIREMENTS:

- 5.1 Prices are for oil distributor unit only and must not include cab and chassis. Contractors must include minimum specifications on description page for Customer to supply their own chassis. Customer may buy cab and chassis themselves or they may buy it from vendor if vendor offers cab and chassis as options on pricing page. Cab and chassis prices must be a separate price. Must list: Make, Model, Engine, Transmission, Front and Rear suspension type and size, Cab to Axle distance, Wheelbase,
- 5.2 Oil distributor unit offered. Cab and chassis information must be supplied when customer makes inquiry to vendor.
- 5.3 Distributor unit must be able to accurately apply all types of bituminous material.
- 5.4 Unit must be able to load tank with pump, transfer material from one outside source to another outside source, and pump material from tank to an outside source.

- 5.5 Tank manhole must have rollover protection and meet ASTM standards.
- 5.6 Unit must include cab mounted oil distributing controls with a ground speed monitoring system, and lift/shift and or fold of spray bar.
- 5.7 Unit must include LED lighting package that meets ICC and FMVSS requirements.

6.0 TRAILER MOUNTED OIL DISTRIBUTOR/ SUPPLY TRAILER REQUIREMENTS:

- 6.1 Distributor unit must be able to accurately apply all types of bituminous material.
- 6.2 Unit must be able to pump material from tank to an outside source. Contractors must offer spray bars and spray bar options in Section 4.0 on pricing page. If the trailer can be purchased as an Oil Distributor or a supply trailer there must be a deduct option in Section 4.0 of the price page for not having a spray bar if the spray bar is part of the base price.
- 6.3 Tank manhole must have rollover protection and meet ASTM standards.
- 6.4 Unit must include LED lighting package that meets ICC and FMVSS requirements.

7.0 SUPPLY TANKS

- 7.1 All supply tanks must be skid mounted, trailer mounted vertical style tanks and permanent above ground tanks. The tanks must be designed to store and keep asphalt emulsion hot.
- 7.2 The tank must have an electric heater that is designed to heat all the material in the tank.
- 7.3 The tank must be equipped with a overflow pipe.
- 7.4 Unless the tank would be normally filled with a handheld fill nozzle, the tank must have overfill protection such as high level alarm, automatic shutoff, permanently mounted sight glass or gauge that is visible to the person filling the tank.
- 7.5 There must be a bottom of the tank cleanout.
- 7.6 The tank capacity must be up to 15,000 gallons.
- 7.7 If there is no unload pumps there must be Legs that are five-foot-tall minimum, and the tank must have at least four legs.
- 7.8 There must be a 16-inch, minimum, hinged manhole at the top of the tank that is capable of being bolted down
- 7.9 There must also be a minimum of R11 insulation completely around the tank.
- 7.10 If equipped with a mixer it must have a low level and low temperature shutdown.
- 7.11 No tanks that require personnel to climb inside to grease any moving parts or do periodic preventive maintenance will be accepted.
- 7.12 Tanks must have a mechanical level gauge minimum.
- 7.13 There must be a time clock control for the agitator if equipped.
- 7.14 There must be variable agitator speed control
- 7.15 The electrical heaters must be able to be replaced without draining the tank or removing the insulation.
- 7.16 The inlets and outlets for loading and unloading must be 3 inch and have ball type shut off valves.
- 7.17 The tank and controls must meet or exceed all applicable codes and standards.

8.0 PACKER/TAMPERS

- 8.1 Unit must be a walk behind style no riding units will be accepted.
- 8.2 Guides/handles must be shock mounted to reduce operator fatigue.
- 8.2 Unit must be powered by a gasoline or diesel engine.
- 8.3 Unit must be delivered with one additional set of OEM air and fluid filters.

9.0 WALK BEHIND ROLLERS

- 9.1 Unit must be self-propelled walk behind style no riding style will be allowed
- 9.2 Single Drum or Dual Drum models acceptable.
- 9.3 Controls must be easily accessible by the operator.
- 9.4 Unit must be delivered with one additional set of OEM air and fluid filters.

10.0 CHIP SPREADERS

- 10.1 Only tailgate and self-propelled spreaders allowed.
- 10.2 Spreaders must be designed to apply a uniformly distributed application of cover and seal coat aggregates.
- 10.3 Units must be able to handle different size aggregates.
- 10.4 Spreader must be able to control spread rates.
- 10.5 Unit must be delivered with one additional set of OEM air and fluid filters if applicable
- 10.6 Spreaders with engines must be able to meet current EPA standards or have EPA approval to be selling those engines.

11.0 PAVMENT PAINT STRIPERS

- 11.1 The strippers must be walk behind units and up to slide in units that would go on the back of class 5 trucks
- 11.2 All strippers must spray latex and/or epoxy paint.
- 11.3 All unit must not use aerosol spray cans to deliver/spray the paint
- 11.4 All vendors must have a repair facility within the state of Minnesota and a location in Minnesota that sells parts for all equipment being offered.
- 11.5 All units must be delivered with a operators, repair and parts manuals. These manuals can be in paper or digital formats.
- 11.6 All equipment must be delivered in a ready for use condition.

12.0 MUD JACKS AND RESIN FOAM PANEL LIFTS

- 12.1. For the purpose of this contract Mud Jacks use concrete products.
- 12.2. Units must be skid or trailer mounted
- 12.3. Units can be designed to lift sidewalk panels, Garage/warehouse panels and/or Freeway panels.
- 12.4. There must be a option for the trailer to wired to the attached trailer wiring diagram.
- 12.5. Trailer lights must be LED
- 12.6. If offering a mud jack or resin unit you can offer the bulk resin product and the disposable attachments use to connect the unit to the panels on this contract
- 12.7. Trailer and skids frames must not be a bolt together and must be made from channel or tube that are welded together on all sides of the frame member joints.
- 12.8. Trailer tongues must have a adjustable height hitch.
- 12.9. Unit must be delivered in a ready to use condition.

SECTION 3: 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 RFB/Event, separate and aside from this RFB, if deemed in its best interest. The State may use whatever RFB/Event procedure that is most advantageous to the State. The State also reserves the right to issue another RFB/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.

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. Discontinued and Replacement Models.

All equipment offered must be available during the initial terms of the contract. If the manufacturer discontinues a model number during the initial term of the contract, the contractor must notify the AMS as soon as possible of the change.

No replacement models will be allowed unless confirmed in writing by the AMS through a fully executed amendment. The State is under no obligation to accept a replacement model.

9. 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 9.3 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.

9.1. 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.

9.2. 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.

9.3. 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)

- \$ 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.

10. 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.

PRODUCT OR SERVICE	UNSPSC	
Pavement Repair Equipment	22101621	00001
Options for Equipment Contracted	25174800	00002
Rental of Equipment	78111808	00003

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

	ABM EQUIPMENT LLC	WHITE CAP LP	CIMLINE, INC.	FALCON ROAD MAINTENANCE EQUIP.	MIDSTATES EQUIPMENT & SUPPLY, INC.	RCM EQUIPMENT COMPANY, LLC	RUFFRIDGE JOHNSON EQUIPMENT CO.	STEPP MANUFACTURING CO., INC.	SWANSTON EQUIPMENT CORP.
Specification 1.0 Pothole Patch Recycler	✓			✓			✓	✓	✓
Specification 2.0 Pothole Velocity Patch			✓			✓	✓		
Specification 3.0 Crack & Joint Sealing Trailer		✓	✓		✓			✓	
Specification 4.0 Pavement Cutter		✓	✓		✓				
Specification 5.0 Cab & Chassis Mounted Oil Distributor							✓		✓
Specification 6.0 Trailer Mounted Oil Distributor/Supply Trailer			✓	✓	✓	✓		✓	✓
Specification 7.0 Supply Tank			✓			✓		✓	
Specification 8.0 Packer/ Tamper									
Specification 9.0 Walk Behind Roller									
Specification 10.0 Chip Spreader									✓

Specification 11.0 Pavement Paint Stripers									
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Link to Price Schedules:

- [ABM EQUIPMENT LLC](#)
- [WHITE CAP. LP](#)
- [CIMLINE, INC.](#)
- [FALCON ROAD MAINTENANCE EQUIPMENT, LLC](#)
- [MIDSTATES EQUIPMENT & SUPPLY, INC.](#)
- [RCM EQUIPMENT COMPANY, LLC](#)
- [RUFFRIDGE JOHNSON EQUIPMENT COMPANY, INC.](#)
- [STEPP MANUFACTURING CO., INC.](#)
- [SWANSTON EQUIPMENT CORP.](#)