

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: S-843(5)

DATE: AUGUST 1, 2024

PRODUCT/SERVICE: STREET SWEEPERS, 3 WHEEL AND 4 WHEEL

CONTRACT PERIOD: VARIES (SEE REVISIONS) THROUGH FEBRUARY 28, 2025

EXTENSION OPTIONS: UP TO 48 MONTHS

ACQUISITION MANAGEMENT SPECIALIST/BUYER (AMS): DALE STEVENS

PHONE: 651.201.2448

E-MAIL: dale.stevens@state.mn.us

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

FLEXIBLE PIPE TOOLS & EQUIPMENT 244558

NET 30

365 Days ARO

22606 186th Avenue
Cold Spring, MN 56320

CONTACT: Shane Smetana
EMAIL: shane@flexiblepipetoolco.com

PHONE: 800.450.6969

VENDOR NO.: 0000248058

Flexible Pipe Tools & Equipment is certified as a Targeted Group (TG) Small Business with the State of Minnesota. Additional Information may be found [here](#).

CONTRACT VENDOR

CONTRACT NO.

TERMS

DELIVERY

**ENVIRONMENTAL EQUIPMENT
AND SERVICES, INC.**

244545

NET 30

180-365 DAYS ARO

27365 Zachary Avenue
Elko, MN 55020

CONTACT: Alan Walford
EMAIL: email@environmentalequipment.com

PHONE: 952.461.3650
FAX: 952.461.3689

VENDOR NO.: 0000229018

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
IRON VALLEY EQUIPMENT AND MANUFACTURING, LLC 601 Franklin Ave NE Saint Cloud, MN 56304	245367	NET30	10-180 DAYS
VENDOR NO.: 0001082761	CONTACT: Patrick Iwan EMAIL: Patrick@ironvalleyequipment.com		PHONE: 651-829-4547

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
KOENIG & SONS EQUIPMENT, INC. 1384 Sylvan Street St. Paul, MN 55117	244588	NET 30	120-180 DAYS ARO
VENDOR NO.: 0000245570	CONTACT: Jake Koenig EMAIL: jkoenig@koenigandsons.com		PHONE: 651-755-1571

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
M-B COMPANIES 201 MB Lane Chilton, WI 53014	244613	NET 30	500 DAYS ARO
VENDOR NO.: 0000255408	CONTACT: Josh Abler EMAIL: josh.abler@aebi-schmidt.com		PHONE: 920-898-1011

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
MACQUEEN EQUIPMENT 595 Aldine Street St. Paul, MN 55104	244502	NET 30	90+ DAYS. PROVIDED WITH QUOTE
VENDOR NO.: 0000198821	CONTACT: Tyler Gage EMAIL: tyler.gage@macqueengroup.com		PHONE: 262-252-4744 or 800-832-6417

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
RDO EQUIPMENT COMPANY 11030 Holly Lane Dayton, MN 55369	244546	NET 30	90-120 DAYS ARO
VENDOR NO.: 0000199158	CONTACT: Jesse Miller EMAIL: JMiller@rdoequipment.com		PHONE: 612-202-6906

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
ROAD MACHINERY AND SUPPLIES CO. 5633 Hwy 13 West Savage, MN 55378	244677	NET30	PROVIDED W/QUOTE
VENDOR NO.: 0000244135	CONTACT: Dillon Murray EMAIL: dmurray@rmseq.com		PHONE: 515-249-8161

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
CITY VIEW USA INC 1213 Lorimar Drive Mississauga, ON L5S 1M9	246005	2% IN 15 NET 30	183 DAYS ARO
CONTACT: Matt Durand EMAIL: matt@cityviewvehicles.com		PHONE: 514-214-4912	
VENDOR NO.: 00001163336			

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
TITAN MACHINERY 644 E. Beaton Drive West Fargo, ND 58078	244632	NET 30	365 DAYS ARO
CONTACT: Andy Bethel EMAIL: andy.bethel@titanmachinery.com		PHONE: 612-741-3321	
VENDOR NO.: 0000251892			

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 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 S-843(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.** If delivery is included in product cost, Responder may enter "no charge" or "0.00."

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 contracts under this release contain FIXED and PERCENTAGE DISCOUNT OFF OF LIST pricing. **Detailed Pricing information is available on the [MnDOT Contract Specifications Index web page](#).**

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.
- 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 were 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

Scope. This contract is to provide 3- & 4-Wheel Street Sweepers in the most current advertised production model as modified per specifications and approved by MNDOT. The units may be purchased by State Agencies and Cooperative Purchasing Venture members on an as needed basis. All items offered shall be the most current advertised production model. All items are to be furnished with all standard equipment advertised whether specifically called for or not in this solicitation - except where the item is replaced by optional-over-standard equipment, or conflicting equipment is specified. The unit is to be complete with all necessary items needed to make the unit ready for immediate operation. All equipment bids must meet all applicable State and Federal codes and standards. Any items the State deems not suited to the intent or scope of this contract will be rejected.

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.

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.

Equipment Orientation. 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.

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 of delay. The ordering entity will approve such request from the contractor.

Warranty. At minimum, Contractor shall furnish the standard manufacturer's warranty. The Contractor shall be responsible for the cost of any inspections, adjustments, parts, labor, travel, pickup and/or delivery charges that are a result of equipment failure during the warranty period. This shall be performed without delay. This warranty shall commence when the unit is put into service.

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.

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.

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.

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.

New Equipment for Rent Program. If offered on the Exhibit D 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.

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.

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 Exhibit D 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 Exhibit D 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.

Rental Return or Demo Equipment for Sale. During the term of the Contract, if a Contractor owned rental return or demo equipment and it becomes 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. 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.

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 Exhibit D 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: 4.9.1 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 4.9.2 The percentage of the Customer rental price paid and applied to the final equipment purchase price.

Calculation: 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.

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.

Contact the AMS/Buyer listed on Page 1 of this Contract Release for further details/example.

Pricing. Prices listed take into consideration all inherent costs of providing the requested goods and services. The Contractor agrees to pay any and all fees, including, but not limited to: duties, custom fees, permits, brokerage fees, licenses and registrations, government taxes, overhead, profit, parking permits, proper disposal of materials, insurance payments. The State will not pay any additional charges beyond the price(s) listed, unless otherwise provided for by law or expressly allowed by the Contract. Prices listed within Exhibit D are maximum prices. These maximum prices shall remain firm for the initial term of the Contract. The Price List may not include any additional terms or conditions. A unit price and a total for the quantity must be stated for each item quoted. Prices must be quoted in United States currency. Any increase to Contract pricing requires a duly executed amendment to this Contract. Contractor may provide lower pricing at its discretion without requiring a duly executed amendment to the Contract.

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 Exhibit D Price Schedule.

Freight. 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.

UNSPSC
25101919 Sweepers

NOTE: Any base chassis offered on a Contract Vendor price page may not be sold separately. Any chassis purchase must be part of a street sweeper contract purchase.

PRICE SCHEDULES:

Environmental Equipment & Services – Price Schedule [CLICK HERE](#)

TYMCO 210/210h
TYMCO 435
TYMCO 600
TYMCO 500X

Flexible Pipe Tools & Equipment – Price Schedule [CLICK HERE](#)

Bucher Municipal City Cat VR50e Compact
Bucher Municipal E35m
Bucher Municipal R65
Bucher Municipal V65h Hydro
Bucher Municipal V65t
Bucher Municipal VR50E

Iron Valley Equipment and Manufacturing – Price Schedule [CLICK HERE](#)

Sweeprite S2
Sweeprite S3
Victory Sweepers Mark III DD
Victory Sweepers Liberty DF
Dulevo D6
Dulevo D3
Dulevo 850
Dulevo D-Zero
Multihog CV

Koenig and Sons Equipment, Inc. – Price Schedule [CLICK HERE](#)

Global M3 Diesel
Global M3H Hybrid, Plug-In
Global M3EV Electric, Plug-In
Global R3Air Diesel
Global R3EV Electric, Plug-In
Global M4 Diesel
Global M4H Hybrid, Plug-In
Global M4EV Electric, Plug-In
Global R4Air Diesel
Global R4Air Electric, Plug-In
Global M4HSD Diesel
Global M4HSDEV Electric, Plug-In
Global V6Air Diesel

M-B Companies, Inc – Price Schedule [CLICK HERE](#)

Aebi Schmidt SK660

MacQueen Equipment – Price Schedule [CLICK HERE](#)

Elgin Pelican NP
Elgin Waterless Pelican NR
Elgin Waterless Eagle
Elgin Broom Bear
Elgin RegenX

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Elgin RegenX1
Elgin Broom Badger
Elgin Whirlwind
Elgin Whirlwind 1
Bonnell Olympian

RDO Equipment Company – Price Schedule [CLICK HERE](#)

Superior Broom DT74J
Superior Broom SM74J

Road Machinery and Supplies Co.- Price Schedule [CLICK HERE](#)

Broce BW260
Broce 350 Series
Broce FJM470
Broce MK-1

City View USA INC – Price Schedule [CLICK HERE](#)

Tenax Electra 2.0 EVOS+

Titan Machinery – Price Schedule [CLICK HERE](#)

Schwarze A7SE Tornado
Schwarze A7TE Tornado
Schwarze A7 Zephyr
Schwarze A8SE Twister
Schwarze A8TE Twister
Schwarze A9SE Monsoon
Schwarze A9TE Monsoon
Schwarze Hypervac
Schwarze M4 Cascade
Schwarze M6SE Avalanche
Schwarze M6TE Avalanche

REVISIONS:

08/01/2024 Contract 244632 with Titan Machinery – Schwarze A4 Storm Sweeper removed from Contract.
06/10/2024 Contract: 246005 executed. AMS/Buyer changed from Paul Thomas to Dale Stevens.
04/16/2024 Contract: 244613 executed.
04/03/2024 Contract: 244588 executed.
03/20/2024 Contract: 245367 executed.
03/19/2024 Contract: 244677 executed.
03/13/2024 Contracts: 244558, 244502, 244545, 244546, and 244632 executed.