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-854(5)

DATE: MAY 09, 2024

PRODUCT/SERVICE: SNOW BLOWERS, ENGINE DRIVEN AND ATTACHMENTS

CONTRACT PERIOD: MAY 1, 2022, THROUGH APRIL 30, 2025

EXTENSION OPTIONS: UP TO 24 MONTHS

ACQUISITION MANAGEMENT SPECIALIST: PAUL THOMAS

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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 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.	<u>TERMS</u>	DELIVERY
MACQUEEN EQUIPMENT, INC. 1125 7 th St. East St. Paul, MN 55106	211082	NET 30	120 DAYS ARO
	CONTACT: Tyler Gage EMAIL: <u>tyler.gage@macqueengroup.c</u>	<u>om</u>	PHONE: 612.616.4973
VENDOR NO.: 0000198821 Sample Quote and Invoice			
NORTHERN TRUCK EQUIPMENT CORP PO Box 563	211081	NET 30	60-120 DAYS ARO
Sioux Falls, SD 57101	CONTACT: John Wartenbee EMAIL: jwartenbee@ntecorp.com		PHONE: 605.543.5206
VENDOR NO.: 0000218739 Sample Quote and Invoice			
TITAN MACHINERY 6340 CO RD 101 East Shakopee, MN 55379	211080	NET 30	1-250 DAYS ARO
	CONTACT: Andy Bethel		PHONE: 612.741.3321
VENDOR NO.: 0000251892 Link to Authorized Distributors	EMAIL: andy.bethel@titanmachinery.c	<u>om</u>	FAX: 952.445.0365

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. 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.

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 <u>Contract Feedback Form</u>.

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-854(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 <u>https://www.google.com/maps</u> or <u>https://www.mapquest.com</u>. 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 Snow Blowers, Engine Driven and Attachments is available on the MnDOT Contract Specifications Index web page: <u>Equipment Contracts - MnDOT (state.mn.us)</u>

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

For FIXED PRICING, LOCATE 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 locating the Fixed Price on the Appropriate Price List.
- 3) Confirm the price offered is equal to, or lower than, the price calculated in step 2.

Only accept 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 issued before any products are 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 FIXED PRICING. 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:

1. Scope. This contract is for Engine Driven Snow Blowers and Attachments. Snow Blowers must utilize their own power source and are primarily intended for installation on wheel loaders, tractor loader backhoes, and agricultural or industrial tractors.

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 in the requirements of this contract - 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 offered must meet all applicable State and Federal codes and standards.

2. Engine Driven Snow Blower Requirements:

- 2.1. Snow Blowers must utilize their own power source.
 - 2.1.1. Options for truck mounting are allowed, however, combination cab/chassis and blower packages are not.
 - 2.1.2. Combination tractor, backhoe, or wheel loader and blower packages are not allowed.
- 2.2. Snow Blower must be complete and ready to operate, including any and all mounting hardware and controls.
- 2.3. Price for base unit must not include female coupler unit or standard hitch system (these must be priced separately as an option).
- 2.4. Unit must be delivered with one additional complete set of OEM air and fluid filters.
- 2.5. Manufacturer's standard color acceptable, pain must be lead free.
- 2.6. Contractor must provide adequate instruction/orientation in mounting, removal, operation, safety, and maintenance of supplied equipment before the order will be considered complete.
- 2.7. Each Snow Blower unit must be supplied with one set of parts, service, repair, and operation manuals.
- 2.8. Contractor must furnish a standard manufacturer's warranty.

- 2.8.1. Contractor is 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.
- 2.8.2. The warranty must commence when the unit is put into service.
- 2.9. Contractor must ensure equipment offered meets all current Federal and Minnesota safety codes.

3. Discontinued and Replacement Models.

All equipment offered should be available during the initial term of the contract. If the manufacturer discontinues a model number during the initial term of the contract, the contractor must notify the AMS immediately.

If, applicable, the contractor may request to have the manufacturer's replacement model number supersede the contracted model number. The contractor must provide written documentation from the manufacturer verifying both the discontinued and replacement model numbers. The replacement model number must meet the original specifications and must be the same price as originally contracted, unless otherwise agreed to by the AMS through a fully executed amendment.

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.

4. 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 do not include installation or mounting cost unless otherwise indicated in the Equipment Specifications and/or Price Schedule. The Price Schedule includes an hourly labor rate intended for use on Installation Services if needed.

5. 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.

6. 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.

7. 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. A link to the manufacturer's website that includes technical data must be provided.

8. Equipment Specifications.

All equipment offered on the Contract must meet the specifications as outlined in the Equipment Specifications section of the Contract and all federal and State safety codes. The Contractor certifies that any offer submitted to participate in the State's Solicitation process is for equipment that will meet the specification as outlined. The specification as defined by the OEM prevails unless otherwise modified by the specifications included in the Solicitation.

All optional equipment ordered must be OEM unless otherwise stated in the Equipment Specification.

It is agreed that any equipment delivered that fails to meet the specifications will be replaced at no additional expense to the Customer and that all equipment quoted will comply with the State and federal regulations in effect at the date of manufacture. Any exceptions from specifications must be clearly indicated by the Contractor, otherwise the offer will be considered in strict compliance.

9. Equipment Orientation.

The cost of the equipment must include orientation to the end user that will familiarize the end user on how the vehicle will operate, the mounting and removal of accessories and/or options and all operating and safety instruction. The orientation is normally provided where the customer takes possession. Orientation for drop shipped goods may be accomplished via video or via other customer approved media.

10. 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.

18. 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.

19. 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 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.

SWIFT DESCRIPTION	UNSPSC
Snow Blowers, Engine Driven	22101531
Attachments	22101710

Revisions:

05.09.2024 Contract 211082 extended through April 30, 2025, with updated price schedule.

05.01.2024 Contract(s) 221080 and 211081 extended through April 30, 2025, with updated price schedules.

05.01.2023 Contract(s) 211080, 211081,211082 extended through April 30, 2024, with updated price schedules.

08.19.2022 AMS/Buyer updated from Mike Sutton to Paul Thomas.

Detailed Pricing information is available on MnDOT web page: <u>Equipment Contracts - MnDOT (state.mn.us)</u> Select "View current list of equipment contracts"

Make/Model Information

MacQueen Equipment

Larue D25 Larue D30 Larue D40 Larue D45 Larue D50 Larue D55 Larue D60 Larue D65 Larue D87

RPM Tech RPM215 RPM Tech RPM217 RPM Tech RPM220

Northern Truck Equipment

Snowblast M7500MD-4 Snowblast M8000MD-4 Snowblast M8500MD-4 **Titan Machinery**