

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: T-622(5)

DATE: OCTOBER 7, 2024

PRODUCT/SERVICE: TRACTORS: INDUSTRIAL LOADERS, BACKHOES (65 HP OR GREATER), AND ATTACHMENTS

CONTRACT PERIOD: MAY 23, 2023, THROUGH APRIL 30, 2025

EXTENSION OPTIONS: UP TO 36 MONTHS

ACQUISITION MANAGEMENT SPECIALIST (AMS): PAUL THOMAS

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

NOTIFICATION OF MULTIPLE AWARDS

THIS RELEASE CONTAINS MULTIPLE AWARDS FOR SIMILAR OR LIKE ITEMS. STATE AGENCIES AND CPV MEMBERS SHOULD REVIEW AND COMPARE ALL MULTIPLE AWARD CONTRACT VENDORS IN ORDER TO ENSURE THE BEST VALUE FOR THEIR POTENTIAL PURCHASE. FACTORS SUCH AS, BUT NOT LIMITED TO, COST, EQUIPMENT WARRANTY TERMS, VENDOR LOCATION, DELIVERY LEAD TIMES, AVAILABLE SUBSTITUTES, SELECTED OPTIONS AND CURRENT FLEET AND EQUIPMENT OR PARTS INVENTORY LEVELS ALL MAY CONTRIBUTE TO THE TOTAL COST/VALUE OF AN INDIVIDUAL PURCHASE. MULTIPLE VENDORS MAY BE ABLE TO SATISFY THE REQUIREMENTS OF THE PURCHASER AND THEREFORE IT IS IMPORTANT FOR THE PURCHASER TO REVIEW ALL CONTRACTS AND CONTRACT PRICES BEFORE EXECUTING AN ORDER.

CONTRACT VENDOR**CONTRACT NO.****TERMS****DELIVERY****RDO EQUIPMENT COMPANY**12500 DuPont Ave. S
Burnsville, MN 55337**VENDOR NO.:** 0000199158-001**229163****CONTACT:** Jesse Miller
EMAIL: jmiller@rdoequipment.com**NET 30****90-120 DAYS ARO****PHONE:** 612.202.6906
FAX: 952.890.7046[Sample Quote and Invoice](#)
[Authorized Distributors](#)**TITAN MACHINERY**6340 County Road 101 E
Shakopee, MN 55379**VENDOR NO.:** 0000251892-018**229161****CONTACT:** Andy Bethel
EMAIL: andy.bethel@titanmachinery.com**NET 30****10-280 DAYS ARO****PHONE:** 612.741.3321
FAX: 952.445.0365[Sample Quote and Invoice](#)
[Authorized Distributors](#)**TRUEMAN WELTERS, INC.**1600 Highway 55 E
Buffalo, MN 55313**VENDOR NO.:** 0000193702-001**229164****CONTACT:** Seth Strehler
EMAIL: seth@welters.net**NET 30****1-365 DAYS ARO****PHONE:** 763.682.2200
FAX: 763.682.6141[Sample Quote and Invoice](#)**ZIEGLER, INC.**901 West 94th Street
Minneapolis, MN 55420**VENDOR NO.:** 0000208585-001**229162****CONTACT:** Hannah Dahlman
EMAIL: Hannah.Dahlman@zieglercat.com**NET 30****124-310 DAYS ARO****PHONE:** 952-885-8174[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 [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 T-622(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 Tractors: Loader Backhoe (65 HP OR GREATER) and Industrial Tractors information 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 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

TERMS AND CONDITIONS

1. **Scope.** This contract is for Industrial Loaders and Backhoes (65HP or Greater) and OEM Attachments. 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. **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.

3. **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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

Detailed Pricing information is available on the MnDOT web page

[Equipment Contracts - MnDOT \(state.mn.us\)](https://state.mn.us)

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

1. John Deere Loaders
2. John Deere Backhoe Loaders
3. Magnum Attachments

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

1. Case Loaders
2. Case Backhoe Loaders
3. Case Attachments
4. Kent Attachments

Trueman Welters Price Schedule- [CLICK HERE](#)

1. New Holland Backhoe Loaders

Ziegler, Inc. Price Schedule- [CLICK HERE](#)

1. Caterpillar Backhoe Loaders
2. Caterpillar Loaders

REVISIONS:

6/7/2023

Contract Release updated to include Contract: 229162.

5/1/2024

Contracts 229161, 229162, 229164 extended with updated price schedules and catalogs. Contract 229163 extended at same prices, terms, and conditions.

10/7/2024

Contract 229161 Exhibit D: Price Schedule and Exhibit C: Specifications, Duties, and Scope of Work updated.