

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: T-652(5)

**DATE:** NOVEMBER 01, 2023

**PRODUCT/SERVICE:** MUNICIPAL TRACTORS

**CONTRACT PERIOD:** NOVEMBER 1, 2023, THROUGH OCTOBER 31, 2024

**EXTENSION OPTIONS:** UP TO 48 MONTHS

**ACQUISITION MANAGEMENT SPECIALIST /BUYER (AMS):** CHUCK HAUCK

**PHONE:** 651.201.3170    **E-MAIL:** [charlie.hauck@state.mn.us](mailto:charlie.hauck@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 CONTRACTORS 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.

<u>CONTRACTOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
<b>ABM EQUIPMENT, LLC</b> 333 2 <sup>nd</sup> Street NE Hopkins, MN 55343 <b>VENDOR NO: 0001087143</b>	<b>237865</b>	<b>NET 30</b>	<b>5-150 DAYS</b>

POINT OF CONTACT NAME: Scott Reiersen  
**OFFICE:** 952.938.5451  
**EMAIL:** [scottr@abmequip.com](mailto:scottr@abmequip.com)  
[SAMPLE QUOTE AND INVOICE](#)

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<u>CONTRACTOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
<b>BENSON MUNICIPAL AND INDUSTRIAL EQUIPMENT INC.</b> <b>dba CUSHMAN MOTOR COMPANY</b> 2306 Washington Ave. N Minneapolis, MN 55411 <b>VENDOR NO: 0001051601</b>	<b>237864</b>	<b>NET 30</b>	<b>1-365 DAYS ARO</b>

Contract Release: T-652(5)

**CONTACT:** Mike Benson  
**OFFICE:** 612.333.3487  
**EMAIL:** [mike.benson@cushmanmotorco.com](mailto:mike.benson@cushmanmotorco.com)  
[SAMPLE QUOTE AND INVOICE](#)

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<u>CONTRACTOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
<b>CLARK EQUIPMENT CO</b> dba BOBCAT 250 East Beaton Dr West Fargo, ND 58078 <b>VENDOR NO: 0000207426-003</b>	<b>237863</b>	<b>NET 30</b>	<b>120 DAYS ARO</b>

**CONTACT:** Heather Messmer  
**OFFICE:** 701-241-8719  
**EMAIL:** [heather.messmer@doosan.com](mailto:heather.messmer@doosan.com)  
[SAMPLE QUOTE AND INVOICE](#)

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<u>CONTRACTOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
<b>MACQUEEN EQUIPMENT, LLC</b> 1125 7 <sup>th</sup> St. E St. Paul, MN 55106 USA <b>VENDOR NO: 0000198821</b>	<b>237862</b>	<b>NET 30</b>	<b>100 DAYS ARO</b>

**CONTACT:** Tyler Gage  
**OFFICE:** 612.616.4973  
**EMAIL:** [Tyler.Gage@macqueengroup.com](mailto:Tyler.Gage@macqueengroup.com)  
[SAMPLE QUOTE AND INVOICE](#)

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<u>CONTRACTOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
<b>TRACK, INC</b> 1890 US HWY 8 E Monico, Wi 54501 <b>VENDOR NO: 0000198754</b>	<b>237861</b>	<b>NET 30</b>	<b>30-120 DAYS ARO</b>

**CONTACT:** Karl Swanson  
**OFFICE:** 952.888.7372  
**EMAIL:** [mailto:karl.s@trackinc.com](mailto:mailto:karl.s@trackinc.com)  
[SAMPLE QUOTE AND INVOICE](#)

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**CONTRACT USERS.** This Contract is available to the following entities as indicated by the checked boxes below

- State agencies
- Cooperative Purchasing Venture (CPV) members
- Limited to the following entities only \_\_\_\_\_

**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 Contractor. 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.

**SERVICES 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](#).

## 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 Contractor whose contract is not fully executed or on a contract that is expired.**

#### **At a minimum the quote must include:**

1. Contractor's name.
2. Name of contractor's representative providing the quote.
3. Date of quote.
4. State Contract Release T-632(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 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 Contractor delivery, may pick up the equipment, or may contract for delivery with anyone it chooses.

### **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 Municipal Tractors and Attachments information is available on the MnDOT Contract Specifications Index web page: [www.dot.state.mn.us/maintenance/equipment/contracts/contracts.html](http://www.dot.state.mn.us/maintenance/equipment/contracts/contracts.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.

Contract Release: T-652(5)

Only accept contractor quotes that provide itemized contract pricing (lump sum price quotes must be rejected and revised by the contractor 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 Contractor.

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 Contractors that itemized contract products and delivery charges as stated in the Special Terms. Lump sum prices must be rejected and reworked by the Contractor 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 OF WORK.**

The purpose of this contract is to provide Municipal Tractors and Attachments.

**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 (2) 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 OF 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 s 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 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.

**16. TRANSPORTATION.**

Freight under this contract is FOB Destination Prepaid and Added as 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.

**Detailed Price Pages are located on the MnDOT web page:**  
<http://www.dot.state.mn.us/maintenance/equipment/contracts/contracts.html>

## VERIFYING THE CONTRACT PRICES

The Ordering Entity must review all products listed for Base Model and any Attachments. Prior to processing a Purchase Order, you must work with the Contractor's sales representative to verify and confirm the products you are purchasing, and the ARO are compatible.

Only accept contractor quotes that provide itemized contract pricing (lump sum price quotes must be rejected and reworked by the Contractor to show itemized State contract pricing).

Prior to accepting an order and/or issuing payment on an invoice, inspect the goods and/or deliverables to ensure they match both the terms and pricing of the contract.

Contact the AMS/Buyer detailed herein to report any pricing discrepancies or for assistance in confirming/calculating contract pricing.

### REVISIONS.

## Awarded Makes and Models:

<u>Make/Models</u>	<u>Vendor</u>
Maclean (Model MV5 % Attachments)	ABM Equipment and Supply
Holder (Models C70, S100 & Attachments)	Benson Equipment (Cushman)
Bobcat & Steiner AT450 Series (& Attachments)	Clark (Bobcat) Company
Trackless (Model MT7 & Attachments)	MacQueen Equipment Inc
TerraTrac Aebi (TT206, TT206, TT211, TT281 Models + attachments)	Track Inc