

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-743

DATE: OCTOBER 13, 2023

PRODUCT/SERVICE: TRACTORS: AGRICULTURAL RENTAL

CONTRACT PERIOD: OCTOBER 13, 2023, THROUGH FEBRUARY 28, 2025

EXTENSION OPTIONS: UP TO 48 MONTHS

ACQUISITION MANAGEMENT SPECIALIST (AMS): KAREN MCINTYRE

PHONE: 651.201.3124 E-MAIL: karen.mcintyre@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 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

HAMMELL EQUIPMENT INC
713 Main Street, PO Box 488
Chatfield, MN 55923

CONTRACT NO.

237635

TERMS

Net 30

DELIVERY

90 Days

VENDOR NO: 0000209608

CONTACT: Dan Nosbisch
Email: hammellsales1@gmail.com

PHONE: 507-259-7263
or 507-867-4910
FAX: 507-867-4442

[LINK to Sample Quote & Sample Invoice](#)

[Price Schedule](#)

CONTRACT VENDOR

MIDWEST MACHINERY COMPANY
4561 HWY 212
Glenco, MN 55336

CONTRACT NO.

237636

TERMS

Net 30

DELIVERY

12 Months

VENDOR NO.: 0000282095

CONTACT: Brendon Honebrink
EMAIL: bhonebrink@mmcj.com

PHONE: 320-864-5571

[LINK to Sample Quote & Sample Invoice](#)

MIDWEST MACHINERY DEALERSHIP LOCATIONS:

Dealerships	SWIFT ID	LOC CODE	COMPANY ADDRESS	ST /ZIP	PHONE	CONTACT NAME
Midwest Machinery Co	0000282095_5	# 1	4561 Highway 212, Glencoe	MN 55336	320-846-5571	Lance Busler
Midwest Machinery Co	0000282095_5	# 2	5846 Keats Ave SW, Howard Lake	MN 55349	320-543-2170	Dave Saterbak

Midwest Machinery Co	0000282095_5	# 3	78412 CTY Rd20/PO Box 197, Stewart	MN 56385	320-562-2630	Mitch Kramer
Midwest Machinery Co	0000282095_5	# 4	1035 35th Ave NE, Sauk Rapids	MN 56379	320-252-2010	Cody House
Midwest Machinery Co	0000282095_5	# 5	1710 North Franklin St, Glenwood	MN 56334	320-634-5151	Brian Fuchs
Midwest Machinery Co	0000282095_5	# 6	1140 Centre St, Sauk Centre	MN 56378	320-352-6511	Kevin Boeddeker
Midwest Machinery Co	0000282095_5	# 7	5005 State Hwy 27 E, Alexandria	MN 56308	320-763-4220	Jordan Poehls
Midwest Machinery Co	0000282095_5	# 8	725 Lake Ave S, Paynesville	MN 56362	320-343-7474	Jeremy Radermacher
Midwest Machinery Co	0000282095_5	# 9	3708 Baptist Church Rd	MN 55371	763-389-3453	Mike Struss
Midwest Machinery Co	0000282095_5	#10	16069 Hwy 27 E, Little Falls	MN 56345	320-632-5469	Jeremy Virnig
Midwest Machinery Co	0000282095_5	# 11	62505 US Hwy 10, Wadena	MN 56482	218-631-2311	Dan Vogt
Midwest Machinery Co	0000282095_5	# 12	1120 2nd ST NW, Aitkin	MN 56431	218-937-2140	Jim Renne
Midwest Machinery Co	0000282095_5	# 13	7045 Foley Rd, Baxter	MN 56425	218-829-5356	Eric Schreurs
Midwest Machinery Co	0000282095_5	# 14	110 2nd St NE, Elbow Lake	MN 56531	218-685-4438	Bobby Volesky
Midwest Machinery Co	0000282095_5	# 15	23604 State Hwy 9, Morris	MN 56267	320-589-2011	Tyler Oachs
Midwest Machinery Co	0000282095_5	# 16	380 Atlantic Ave, Benson	MN 56215	320-843-2610	Paul Carruth
Midwest Machinery Co	0000282095_5	# 17	516 1st St E, Madison	MN 56256	320-598-7575	Jamie Borstad
Midwest Machinery Co	0000282095_5	# 18	505 4th Ave. N Grand Meadow	MN 55936	507-754-1100	Kevin McGraw
Midwest Machinery Co	0000282095_5	# 19	55083 County Road 4, Plainview	MN 55964	507-534-3116	Danial Pagel
Midwest Machinery Co	0000282095_5	# 20	11906 Highway 14 E, St. Charles	MN 55972	507-932-4030	Brian Anderson
Midwest Machinery Co	0000282095_5	# 21	11555 Hwy 69 Blvd, Box 69, Wanamingo	MN 55983	507-824-2256	Jordan Theede
Midwest Machinery Co	0000282095_5	# 22	32980 Northfield Blvd, Northfield	MN 55057	507-645-4886	Terry Mikulecky
Midwest Machinery Co	0000282095_5	# 23	201 N Hwy 44 / 76, Caledonia	MN 55921	507-725-7000	Daniel Kruse
Midwest Machinery Co	0000282095_5	# 24	Hwy 64 East, 730 Deere Dr, New Richmond	WI 54017	715-760-9990	Timothy Moore
Midwest Machinery Co	0000282095_5	# 25	12040 Point Douglas Dr. S, Hastings	MN 55033	651-437-7747	Bruce Speirs
Midwest Machinery Co	0000282095_5	# 26	1305 10th St, Turtle Lake	WI 54889	715-318-0425	Brock Grewe
Midwest Machinery Co	0000282095_5	# 27	2925 145th St W, Rosemount	MN 55068	651-423-2274	Aaron Vold
Midwest Machinery Co	0000282095_5	# 28	1185 4th St S, Cannon Falls	MN 55009	507-263-4238	Craig Sletten
Midwest Machinery Co	0000282095_5	# 29	2446 State Road 35, Osceola	WI 54020	715-220-4256	Jacob Ruck
Midwest Machinery Co	0000282095_5	# 30	13824 Lake Drive, Columbus	MN 55025	651-464-5776	Cody House

CONTRACT VENDOR

RDO EQUIPMENT CO.
225 Broadway N
Fargo, ND 58102

VENDOR NO.: 0000199158

CONTRACT NO.

237637

CONTACT: Kipp Anderson
Email: Ktanderson@rdoequipment.com

TERMS

Net 30

DELIVERY

8 - 12 Months

PHONE: 701-566-1866

LINK to Sample Quote & Sample Invoice

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
TITAN MACHINERY INC. 644 E Beaton Drive West Fargo, ND 58078	237639	Net 30	30 – 180 Days
VENDOR NO.: 0000251892	CONTACT: Andy Bethel Email: andy.bethel@titanmachinery.com		PHONE: 612-741-3321 or 800-795-9274 FAX: 952-445-0365

LINK to Sample Quote & Sample Invoice

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
TRUE NORTH EQUIPMENT 43251 18 th Ave S. Grand Forks, ND 58201	237640	Net 30	3-5 Months
VENDOR NO.: 0000246263	Email: jglanner@truenorthequipment.com		PHONE: 701-520-5409 FAX: 701-352-2716

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
VALLEY PLAINS EQUIPMENT 723 3rd Ave SW Crookston, MN 56716	237641	Net 30	10 Months
VENDOR NO.: 0000878638	CONTACT: Matt Kolstoe Email: mkolstoe@valleyplainsequipment.com		PHONE: 218-281-3683

LINK to Sample Quote & Sample Invoice

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

- Limited to MnDOT only unless a mutual agreement is executed between the State and the Contract Vendor. Cooperative Purchasing Venture (CPV) Members and other State Agencies may be added to the Contract through a fully executed amendment.

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, please contact us. If you have specific comments or suggestions about an individual contract you can submit those via the [Contract Feedback Form](#).

SPECIAL TERMS AND CONDITIONS

1. PURPOSE.

The purpose this contract is to provide new and used Agricultural Tractor Rentals to Minnesota Department of Transportation (MnDOT), for rental or lease on an as needed basis for summer mowing operations and winter maintenance operations. This contract may be made available to other state agencies and members of state's Cooperative Purchasing Venture (CPV) if agreeable to both parties via a duly executed amendment to the contract.

The seasonal tractor engine hour estimates are listed on the Exhibit D: Price Schedule by District Location.

2. SCOPE OF WORK.

The State of Minnesota, Department of Transportation (MnDOT) uses various horsepower agricultural tractors throughout the year for maintenance of State property and highways. This contract provides rental and leasing of agricultural tractors (Track Tractors and Bi-Directional Tractors with attachments as examples), with and without loaders, for summer roadside mowing and winter maintenance operations which may include loading salt or sand into State trucks and blowing snow with a 3-pt snow blower. Tractors will have normal wear and tear from routine roadside and roadway usage.

3. EQUIPMENT ORIENTATION.

Unless the cost of orientation is itemized on the Exhibit D: 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. INSPECTION AND ACCEPTANCE OF RENTAL EQUIPMENT.

Prior to any equipment transfer between the Contractor and the Customer, a receiving inspection and acceptance process shall occur. This process shall, at a minimum, include 360-degree photographic documentation by the Contractor and/or the Customer of the equipment being received or returned. The equipment shall be in good, safe working order and acceptable to the Customer. The Contractor and Customer shall complete the inspection and acceptance procedure every time the equipment is received and returned. Notifications or claims for damage or other defects in operation must be made in writing by the Contractor and/or Customer within seven (7) calendar days after transfer of equipment occurs.

9. NEW EQUIPMENT FOR LEASE PROGRAM.

The Contractor agrees to accept Customers purchase order. The Contractor retains the title of the equipment during the lease term. The Contractor will provide the Customer with the make, model and VIN number and equipment replacement value prior to delivery. The Customer will provide the Contractor with proof of property insurance on the equipment during the lease term.

The equipment must be delivered in good, safe working condition. If the equipment is involved in an accident, or the equipment malfunctions, or the equipment is damaged, the Customer will contact the Contractor immediately, and document the equipment condition, date, and time.

The Customer assumes responsibility for the proper fueling, and the proper use of load capacity for the equipment rating. Routine equipment servicing may be provided by the Customer while in the Customer's care, and with the Contractor's approval. The Contractor shall provide routine servicing instructions and required filters and/or expendable materials to support routine equipment servicing requirements. If the Customer damages the rental

equipment through negligence, the Customer will be responsible for the cost of the repairs including labor. The Customer will only be responsible for the actual and verifiable repair costs associated to the equipment listed on the Purchase Order and only for the Purchase Order lease term.

The equipment offered must include the OEM standard warranty. During the lease 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. The Contractor shall be responsible for the cost of any inspections, adjustments, transportation cost, warranted parts, and labor charges to repair or replace warranted parts that are a result of equipment failure(s) during the warranty period.

If mutually agreed, the lease term may exceed the term of the Contract providing the purchase order is issued, and the lease term begins, prior to the end of the Contract term. The lease 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 lease equipment, it must be purchased prior to the end of the term of the Contract.

10. PURCHASE OF LEASED EQUIPMENT.

During the term of the Contract, if a Contractor owned lease return or demo equipment becomes available for purchase and the equipment is currently on contract, the equipment may be purchased by the Customer. Used Leased equipment is delivered as equipment rented by the Customer with registered engine hours or miles prior to delivery to the Customer. If applicable, the manufacturer's warranty shall be transferred to the new owner.

11. PURCHASE PRICE CALCULATION.

The final equipment purchase price will be based on two factors:

- Tractor Purchase Price as listed on Exhibit D – Price Schedule
- The percentage of the Customer Lease Payments to be applied to the Purchase Price as listed on Exhibit D – Price Schedule

Calculation:

To calculate the Final Equipment, Purchase Price and deduct the Percent of Lease Payments from the difference to get the Final Equipment Purchase Price.

Equipment Contract Base Price
Deduct Percent of Lease Payments
Final Equipment Purchase Price

EXAMPLE: MnDOT leases tractor which has a contract price of \$20,000.00 to purchase. The contracted lease price percentage to be applied to the purchase of lease equipment is 20%. When MnDOT decides to purchase the Leased Equipment, their final equipment purchase price will be as follows.

\$20,000.00	Tractor Purchase Price
	20% * \$6000 (Total Lease Payments of \$6000 times 20% Percent of Lease
<u>\$1,200.00</u>	Payments applied to Purchase)
\$18,800.00	Final Purchase Price

If extended warranty options are available, Responders 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.

12. SCHEDULED MAINTENANCE.

The routine and daily maintenance will be performed by the Customer as defined and required according to the Original Equipment Operator's (OEM) manual, if 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 lease costs when the equipment is non-operational or away from their site for repairs or routine maintenance.

Routine and normal tire wear is not considered damage. The repair or replacement of deflated or torn tires or tubes during the lease term is the responsibility of the Customer and is not included in the equipment lease rate.

13. NON-WARRANTY REPAIRS.

If the Customer damages the equipment through negligence, the Customer will be responsible for the cost of 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.

The Contractor shall determine the resources required for a contract equipment repair order. The Contractor shall inspect the equipment condition and decide to either repair or replace the equipment. The inoperability of lease equipment shall result in the termination of any rental charges accruing after the time of equipment shut down.

The labor rate for non-warranty should include the cost of all tools, disposal, and recycling of the repaired equipment parts. The State agency will handle the delivery and pick up the equipment after repairs are completed. Repair parts must be OEM and the Contractor must do its due diligence and use prudent judgment in obtaining the best possible market price for the material. The mark-up for parts listed shall be a percent mark-up over the original invoice from the parts dealer. The percent mark-up is intended to cover any associated costs for the Contractor to determine the required parts, place the order with the parts dealer, inbound freight costs to the Contract Vendor and invoice payment by the Contractor to the parts dealer. If complete components are replaced, the total cost of the component shall be the price used – not the cost of individual parts to make up the components. If requested, the Contractor will provide a copy of the original invoice for review. All parts must be pre-approved by the State agency prior to order entry by the Contractor to the parts dealer.

14. UNSCHEDULED / EMERGENCY EQUIPMENT REPAIR.

Any unscheduled / emergency repairs to the equipment shall be done by the nearest OEM's Repair Center. If approved by the Contractor, minor repairs may be done by the State. The Contractor, or its authorized representative, shall provide any required repair parts within 5 business days or mutually agreed upon by contractor and ordering entity after official notification.

15. EQUIPMENT SPECIFICATIONS.

- 15.1. Tier I: Unit(s) offered MUST have less than 1,500 Engine hours and MUST NOT include offer to purchase.
 - 15.1.1. Rental term will be 12 months or less.
 - 15.1.2. The Contractor agrees to accept State agency or CPV member purchase orders and will not require the State agency or CPV member to sign a rental agreement.
- 15.2. Tier II: Unit(s) offered MUST BE OF CURRENT MODEL YEAR with less than 150 Engine hours and MUST INCLUDE THE OPTION TO PURCHASE at any point during the contract with a percentage of the lease payments applied to the base price or an amortization schedule. Lease Tractors will not be restricted to any districts or regions.
- 15.3. All equipment offered must meet all federal and State requirements for the intended purpose.
- 15.4. Equipment shall be furnished with all standard equipment as advertised.
- 15.5. The unit shall be complete with all equipment required and ready for immediate operation. MnDOT may require a loader to be included with the tractor rental or may attach a MnDOT owned mower to the rental equipment.
- 15.6. If the rental occurs during May through October, MnDOT will provide and install State owned mowers. Any installation done by MnDOT will be per the original equipment manufacturers operator's manual.
- 15.7. Tractors 40 HP or greater must include a cab with air conditioning, heat and strobe light. Tractors less than 40 HP must include roll over protection (ROPS).
- 15.8. Agriculture tractors will be base units only with available optional equipment such as loaders, hitches, hydraulic coupler sets, etc., when requested by the Customer.

16. INSURANCE REQUIREMENTS

This Contract does not have any insurance requirements for the Contractor.

Insurance Requirement for State Agencies. A Certificate of Insurance from the State of Minnesota listing the Contractor as an additional insured will be issued to the Contractor from the State of Minnesota at the time of rental. The Contractor will provide the information needed in a timely manner to obtain the insurance coverage.

Contractor Responsibilities. All rental equipment serial numbers, replacement value and delivery locations shall be provided to MnDOT prior to delivery to allow adequate time for the State Risk Management Division to process the

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required insurance documentation.

UNSPSC. 25101901 Agricultural Tractor Rental
78181501 Equipment Non-Warranty Repair Labor Rate
21102100 Equipment Non-Warranty Repair Parts

REVISIONS.

VERIFYING THE CONTRACT PRICES.

The following information explains the method(s) for calculating and/or confirming the contract prices.

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 reworked by the Contract Vendor 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.

The current price schedules for rental and leasing Agricultural Tractors can be found at the following link.

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