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: M-583(5)

DATE: August 29, 2024

PRODUCT/SERVICE: Metal Fabrication Program

CONTRACT PERIOD: September 28, 2022, through July 31, 2025

EXTENSION OPTIONS: 24 Months

ACQUISITION MANAGEMENT SPECIALIST/BUYER (AMS): Jack Moore

CONTRACT VENDOR CONTRACT NO. TERMS DELIVERY

Bend Rite Custom Fabrication, Inc. 219414 NET 30 Project Dependent

1106 W Main St. Marshall, MN 56528

VENDOR NO: 0000226498

Sarah Ellis

OFFICE: 507.537.4549 **EMAIL:** office@bendrite.com

General Iron 219413 NET 30 Project Dependent

10075 Stanton Blvd Northfield, MN 55057

VENDOR NO: 0000802745

Cole Lindenfelser OFFICE: 507.663.7788

EMAIL: cole@generalironmn.com

G & S Manufacturing LLC 219416 NET 30 Project Dependent

989 Main Street Courtland, MN 56021

VENDOR NO: 0000220693

Jessica Kloeckl

OFFICE: 507.354.7600

EMAIL: jessica@gandsmanufacturing.com

Southern Minnesota Fabrication, Inc. CONTRACT NOT FULLY EXECUTED

9743 County Road 8 SW Stewartville, MN 55976

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VENDOR NO: 0001069234

Greg Reeves

OFFICE: 507.272.7638
EMAIL: info@smnfab.com

Swatmod LLC CONTRACT NOT FULLY EXECUTED

3866 31st St. SE St. Cloud, MN 56304

VENDOR NO: 0000979476

Nathan Mueller

OFFICE: 320.309.2260 **EMAIL**: nate@swatmod.com

SMI & Hydraulics, Inc. 219417 NET 30 Project Dependent

401 Lone Tree St. Porter, MN 56280

VENDOR NO: 0000219351

David Schrunk

OFFICE: 507.296.4551

EMAIL: david.schrunk@smihyd.com

B&B Industries 247651 NET 30 Project Dependent

20020 177th St. NW Big Lake, MN 55309

VENDOR NO: 0001141567

Layla Burda

OFFICE: 763.333.4743

EMAIL: office@bbtowsupply.com

Core Landscaping DBA Core Advantage 247653 NET 30 Project Dependent

1021 Garfield Ave Superior, WI 54880

VENDOR NO: 0000915384

J.R. Nelson

OFFICE: 715.399.2754

EMAIL: jr@corelandscaping.net

NET 30

Project Dependent

247652

D&C Enterprise 1313 6th Ave N Moorhead, MN 56560

VENDOR NO: 0001050177

Dusti Ewing

OFFICE: 701.219.9873

EMAIL: d.c.enterprise@outlook.com

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

- □ Cooperative Purchasing Venture (CPV) members

STATE AGENCY CONTRACT USE. State agencies should make every effort to use the Contract Vendor(s) listed. However, this Contract does not prohibit State agencies from using their delegated local purchasing authority to procure similar products and services from other vendors.

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.

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.

SPECIAL TERMS AND CONDITIONS

SCOPE. This Contract is to provide Metal Fabrication items, on an as-needed basis. Projects will be determined as needs arise and will be mutually agreed up on by both parties.

The capabilities of the Contractor are as defined in Exhibit D: Price Schedule and Exhibit E: Contractor Capability Details. This contract is to be considered commodities based, in which the contractor will be asked to deliver a final finished product(s) to the ordering customer, on an as-needed basis.

PRICES. In General. 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.

Cost-Plus Pricing. Cost is defined as the actual cost the Contractor pays the supplier for goods or services the State orders, minus any applicable taxes. Only costs specifically detailed in the billing statement, quote, or invoice from the supplier will be subject to the cost-plus percentage detailed on Contract. If a quote is issued, the invoice price cannot exceed the quoted price.

Only raw materials detailed within Exhibit D: Price Schedule are subject to cost-plus pricing. The product purchase price from the supplier must be verifiable with a quote, billing statement, or invoice upon request from the State or Ordering Entity.

TRANSPORTATION. Freight for orders is to be FOB Destination, Prepaid and Added. Contract Vendor pays all freight and adds freight charges to quote/invoice as a separate line item. Freight must be quoted/invoiced as a direct pass-through cost, no markup is allowed. Freight charges invoiced may not exceed the quoted price. Upon request by the State, or CPV Member, the Contract Vendor must furnish third party freight quote and/or invoice.

VERIFYING THE CONTRACT PRICES.

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

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The Contract(s) includes HOURLY RATES. Confirm that the correct rate has been utilized by the Contractor and that the number of hours are properly calculated/subtotaled. Review the number of hours quoted against the scope of your project.

_The Contract(s) includes COST-PLUS PRICING. To calculate the Contract Price, follow these four steps:

- 1. Request a copy of the supplier invoice or supplier quote from the Contractor.
- 2. Locate the Contractor's Percentage Mark-up detailed herein (or wherever it can be found on the Contract Release).
- 3. Apply the Contractor's Percentage Markup to the cost identified.
- 4. Confirm the price offered is equal to, or lower than, the price calculated.

Only accept contract vendor 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.

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Pricing, Contractor Capabilities, and Contract Documents

Bend Rite	Custom	Fabrication,	Inc.
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Price Schedule and Contractor Capabilities

Fully Executed Contract (w/ Sample Quote and Invoice)

General Iron

Price Schedule and Contractor Capabilities

Fully Executed Contract (w/ Sample Quote and Invoice)

G & S Manufacturing LLC

Price Schedule and Contractor Capabilities

Fully Executed Contract (w/ Sample Quote and Invoice)

Southern Minnesota Fabrication, Inc.

Price Schedule and Contractor Capabilities

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Swatmod LLC

Price Schedule and Contractor Capabilities

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SMI & Hydraulics, Inc.

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B&B Industries

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Core Landscaping DBA Core Advantage

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D&C Enterprise

Price Schedule and Contractor Capabilities

Fully Executed Contract (w/ Sample Quote and Invoice)

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Revisions:Core Advantage and General Iron extended through 07/31/2025.07.30.2024Bend Rite, B&B, D&C, G&S, and SMI extended through 07/31/2025.05.15.2024B&B, DC, and Core Advantage added to the CR via subsequent RFP.09.12.2023SMI extended through 07/31/2024, with updated price schedule.08.11.2023Bend Rite, General Iron, G & S, Southern MN Fabrication, and Swatmod all extended through

07/31/2024.

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