

Admin Minnesota

Office of State Procurement

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CONTRACT RELEASE: M-439(5)

DATE: DECEMBER 2, 2019

PRODUCT/SERVICE: MOTOR GRADER EQUIPMENT, RENTAL AND MISCELLANEOUS PARTS

CONTRACT PERIOD: OCTOBER 1, 2019, THROUGH OCTOBER 31, 2020

EXTENSION OPTIONS: UP TO 48 MONTHS

ACQUISITION MANAGEMENT SPECIALIST (AMS): JEFFREY COMBS

PHONE: 651.201.2447 E-MAIL: jeffrey.combs@state.mn.us WEB SITE: www.mmd.admin.state.mn.us

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

RDO EQUIPMENT COMPANY
12500 DuPont Avenue South
Burnsville, MN 55337

CONTRACT NO.

169638

TERMS

NET 30

DELIVERY

45-90 DAYS

CONTACT: Jesse Miller

EMAIL: jmiller@rdoequipment.com

PHONE: 612.202.6906
or 800.950.3298

FAX: 952.890.7046

VENDOR NO.: 0000199158-001

DEALER NAME	SWIFT ID	LOC CODE	ADDRESS	CITY	STATE	ZIP	PHONE	CONTACT NAME
RDO Equipment Co	0000199158	001	12500 DuPont Avenue South	Burnsville	MN	55337	612.202.6906	Jesse Miller
RDO Equipment Co	0000199158	004	11910 LORRAY DR	North Mankato	MN	56003	612.202.6906	Jesse Miller
RDO Equipment Co	0000199158	005	1236 60TH AVE NW	Rochester	MN	55901	612.202.6906	Jesse Miller
RDO Equipment Co	0000199158	006	1710 E COLLEGE DR	Marshall	MN	56258	612.202.6906	Jesse Miller
RDO Equipment Co	0000199158	009	6700 Highway 10 Northwest	Sauk Rapids	MN	56379	612.202.6906	Jesse Miller
RDO Equipment Co	0000199158	010	2900 Main Ave SE	Moorhead	MN	56560	612.202.6906	Jesse Miller
RDO Equipment Co	0000199158	008	6565 Gateway Drive	Grand Forks	MN	58203	612.202.6906	Jesse Miller
McCoy C&F Dubuque	0001006853	001	2099 Southpark CT	Dubuque	IA	52003	612.202.6906	Jesse Miller
McCoy C&F Bemidji	0001006853	002	259 Convenience Lane	Bemidji	MN	56601	612.202.6906	Jesse Miller
McCoy C&F Duluth	0001006853	003	3401 Arrowhead Road	Duluth	MN	55811	612.202.6906	Jesse Miller
McCoy C&F Grand Rapids	0001006853	004	34316 Highway 2	Grand Rapids	MN	55744	612.202.6906	Jesse Miller

CONTRACT VENDOR

TITAN MACHINERY SHAKOPEE
 6340 Highway 101
 Shakopee, MN 55379

VENDOR NO.: 0000251892-018

CONTRACT NO.

169636

CONTACT: Andy Bethel
EMAIL: andy.bethel@titanmachinery.com

TERMS

NET 30

DELIVERY

1-260 DAYS

PHONE: 952.445.5400
FAX: 952.445.0365

COMPANY NAME	SWIFT ID	LOC CODE	COMPANY ADDRESS	CITY/STATE/ZIP	PHONE	CONTACT NAME
Titan Machinery, Inc.	251892	18	6340 County Road 101 E	Shakopee, MN 55379	952-445-5400	Ben Pias
Titan Machinery, Inc.	251892	6	4001 38 th Street SW	Fargo, ND 54108	701-237-3333	Lee Menge
Titan Machinery, Inc.	251892	10	500 Ingersoll Ave	Crookston, MN 56716	218-281-4668	Mike Merten
Titan Machinery, Inc.	251892	19	4311 Haines Road	Hermantown, MN 55811	218-727-3038	Ben Pias
Titan Machinery, Inc.	251892	17	14375 James Road	Rogers, MN 55374	763-428-5099	Ben Pias
Titan Machinery, Inc.	251892	2	1201 North Hwy 59	Marshall, MN 56258	507-532-5783	Lucas Hilgemann
Titan Machinery, Inc.	251892	5	4201 N Cliff Ave	Sioux Falls, SD 57104	605-336-3434	Matt Leighton
Titan Machinery, Inc.	251892	20	N 1626 Wuensch Road	La Cross, WI 54601	608-788-1025	Don Benz

ZIEGLER, INC.

901 W. 94th Street
 Minneapolis, MN 55420

VENDOR NO.: 0000208585-001

169637

CONTACT: Chris Rice
EMAIL: chris.rice@zieglercat.com

NET 30

1-180 DAYS

PHONE: 952.888.4121
FAX: 952.887.5820

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. 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 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 M-439(5) and the Vendor's 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 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 Motor Grader Equipment, Rental and Miscellaneous Parts information is available on the MnDOT Contract Specifications Index web page:

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.

Only accept Contract Vendor 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 contracted 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 & Conditions. 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

SPECIAL TERMS AND CONDITIONS

- 1. SCOPE.** The purpose of the Contract is to provide a source for motor grader equipment, rental and miscellaneous parts to State agencies and CPV members.
- 2. PRICES.** Prices are firm through the initial period of the contract. After that period, prices may increase once a year. Price increases are not effective until they are approved by the AMS. **NOTE:** At no time should the ordering entity pay more than the Contract price. Agencies must contact the AMS immediately and fill out a Vendor Performance Report if there is a discrepancy between the price on the invoice and the Contract price.
- 3. DELIVERY CHARGES.** Delivery charges are per loaded mile and a defined delivery starting point (city/state/zip). If the Price Page contains a blank Price per Loaded Mile, delivery will be at no charge.

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 similar device at the State's approval. The ordering agency may use the Contract Vendor delivery, may pick up the equipment, or may contract for delivery with anyone it chooses.

- 4. DELIVERY REQUIREMENTS.** The Contract Vendor must notify the receiving agency at least 72 hours before delivery to allow for inspection and compliance. No delivery can be made on State holidays, Saturday or Sunday or after 4:00 p.m. on weekdays without prior approval by the agency to which the equipment is being delivered. State Holidays include: New Year's Day (January 1), Martin Luther King Jr. Day (3rd Monday in January), Washington's and Lincoln's Birthday (3rd Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (1st Monday in September), Columbus Day (2nd Monday in October), Veterans Day (November 11), Thanksgiving Day (Fourth Thursday in November), Christmas Day (December 25). The Contract Vendor must confirm delivery locations and requirements with the Customer. Prior to delivery, the Contract Vendor is responsible for confirming with the Customer that the delivery location will accommodate unloading the equipment.
- 5. ORIGINAL EQUIPMENT MANUFACTURER (OEM) WARRANTY.** The equipment offered must include the OEM standard warranty. The Contract Vendor shall be responsible for the cost of any inspections, adjustments, warranted parts, and labor charges to repair or replace warranted parts that are a result of equipment failure(s) during the warranty period. This shall be performed promptly unless otherwise mutually agreed by the Customer and the Contract Vendor. This warranty shall commence when the unit is put into service.
- 6. 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 Contract Vendor.
- 7. NEW EQUIPMENT FOR RENT PROGRAM.** If offered on the Price Schedule, the Responder may offer new equipment for rent if the equipment is the same make and model on contract. The Contract Vendor 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 Contract Vendor retains the title of the equipment during the rental term. The Contract Vendor will provide the Customer with the make, model and VIN number and equipment replacement value prior to delivery. State agencies will provide the Contract Vendor 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 Contract Vendor, 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 Contract Vendor during the rental term. If the Contract Vendor does not approve the Customer for routine and daily maintenance, the Contract Vendor 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 Contract Vendor including all transportation and costs. The location of where the repairs will occur will be mutually agreed by the Customer and the Contract Vendor.

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 Contract Vendor. 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 Contract Vendor will pay all costs associated with replacing or swapping out the equipment.

8. 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 (see 8b below). 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.

8A. PURCHASE 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 Responder 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 Responder 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 Contract Vendor must provide any documentation requested to substantiate the Prime Interest Rate being charged.

8B. 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 Responder 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 Responder 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:

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**
2. The percentage of the Customer rental price paid and applied to the final equipment purchase price.

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, 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.

9. RENTAL RETURN OR DEMO EQUIPMENT FOR SALE. During the term of the Contract, if a Contract Vendor 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.

10. EQUIPMENT TRADE-IN. If requested by the Customer, the Contract Vendor will allow equipment to be used as trade-in against new contract equipment purchases. Trade-ins will be allowed on a case by case basis, and the Customer has the right to refuse any offer made by the Contract Vendor. All equipment will be traded "as is, where is," with no guarantee expressed or implied.

All State agencies must obtain approval from the Department of Administration Surplus Services prior to any contract vendor trade-in transaction. The liquidation of any State equipment must follow State policies and procedures for liquidation of State property.

CPV members are solely responsible for compliance with their local government's requirements for liquidation of surplus goods.

The Trade-in equipment transfer and title will occur when the new equipment is delivered and accepted unless otherwise agreed to by the Contract Vendor and the Customer. The Customer assumes all costs associated with the transfer of the trade-in equipment unless otherwise agreed to by the Contract Vendor and the Customer. The title of State equipment trade-in's shall be provided to the Contract Vendor in accordance with Minn. Stat. § 168A.11.

USPSNC	DESCRIPTION
21101701	Motor Graders
78111808	Motor Grader Rental
25174800	Attachments
78181507	Labor / Shop Rate

REVISIONS:

**STATE OF MINNESOTA
EQUIPMENT SPECIFICATION**

SPECIFICATION: 620-919

September, 2019

1.0 SCOPE

MOTOR GRADER

This unit shall be the most current advertised production model as modified per specifications and approved by Mn/DOT. Unit to be furnished with all standard equipment advertised whether or not specifically called for here, except where the item is replaced by optional over standard equipment or conflicting equipment is specified. The unit shall be complete with all equipment required and ready for immediate operation to function as listed below. Unit must meet all applicable codes and standards.

2.0 MOTOR GRADER BASE MODEL REQUIREMENTS

- 2.1 Motor grader shall have backup alarm.
- 2.2 Motor grader shall have an operator warning system.
- 2.3 Motor grader shall have inside cab gauges or electronic monitoring which include fuel, articulation, engine coolant temp, hour meter, speedometer tachometer, oil pressure and voltmeter/alternator.
- 2.4 Unit shall have inside cab wide angle rearview mirror and outside mounted mirrors.
- 2.5 Cab shall have R.O.P.S.
- 2.6 Unit shall have seat belt.
- 2.7 Unit shall have hand and foot throttle.
- 2.8 Unit shall have front windshield washer and wiper system.
- 2.9 Unit shall have hydraulic blade side shift and tip.
- 2.10 Unit shall have parking brake.
- 2.11 Unit shall have vandal proof caps and engine compartment.
- 2.12 Unit shall have moldboard with replaceable edges.
- 2.13 Unit shall have work lights.
- 2.14 Unit shall have cab/bar mounted lights.
- 2.15 Unit shall have cab heater with front and rear window defroster.
- 2.16 Engine shall be liquid cooled diesel.
- 2.17 Unit shall have engine coolant heater with weather proof plug.
- 2.18 Unit shall have cold starting aid system.
- 2.19 When offering attachments such as (but not limited to) V-plows, scarifier, wing plows, etc., price must include everything needed so unit is complete, installed and ready to use by the operator from the cab.
- 2.20 Motor grader shall be delivered with 1 complete additional set of OEM air and fluid filters.
- 2.21 Manufacturer's standard color acceptable, lead free paint.
- 2.22 The Contract Vendor to ensure equipment meets all current Federal and Minnesota safety codes.
- 2.23 Each motor grader shall be supplied with one set of parts, service, repair and operations manuals.

MOTOR GRADER EQUIPMENT PRICING

- 1. Price Lists:** Contact the Contract Vendor to confirm the equipment brand and model to satisfy your operational requirements. The Contract Vendor shall confirm the equipment brand and model and features to the customer. The contract was executed with a fixed price. The pricing offered must match the prices in the price book found on the Minnesota Department of Transportation Maintenance Contracts link below.
- 2. Verifying Contract Prices:** Customers must calculate and confirm all contract prices when placing any order. Follow these steps:
 1. Confirm your equipment selection, delivery date, delivery method and location with the Contract Vendor.
 2. Locate the required equipment in the table below and then refer to the contract price book link below.
 3. Confirm the correct prices from the Contract Vendor to the State using the price book.
 4. Contact the Contract Vendor if you identify any discrepancies.

Price Book Page Link:

<http://www.dot.state.mn.us/maintenance/equipment/contracts/contracts.html>

CONTRACT EQUIPMENT LIST

RDO Equipment – Contract 169638

Brand and Model

John Deere 620G
John Deere 622G
John Deere 670G
John Deere 672G
John Deere 770G
John Deere 772G
John Deere 870G
John Deere 872G

Brandt Attachments
Little Falls Attachments
Handy Hitch Attachments

Titan Equipment Shakopee – Contract 169636

Brand and Model

Case 865B
Case 865B AWD
Case 885B
Case 885B AWD
Case 836C 4WD
Case 836C AWD
Case 856C 4WD
Case 856C AWD

Ziegler, Inc. – Contract 169637

Brand and Model

Caterpillar 12M3
Caterpillar 140JOY
Caterpillar 140LVR
Caterpillar 140M3
Caterpillar 150JOY
Caterpillar 160JOY
Nor Am 65E