

# Admin Minnesota

Office of State Procurement

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## CONTRACT RELEASE: W-196(5)

**DATE:** MAY 15, 2020

**PRODUCT/SERVICE:** WATER JETTERS: HIGH PRESSURE VACUUM AND HYDRO EXCAVATION UNITS

**CONTRACT PERIOD:** APRIL 1, 2020, THROUGH MARCH 31, 2021

**EXTENSION OPTIONS:** UP TO 48 MONTHS

**ACQUISITION MANAGEMENT SPECIALIST (AMS):** MICHAEL SUTTON

**PHONE:** 651.201.3170

**E-MAIL:** [michael.sutton@state.mn.us](mailto:michael.sutton@state.mn.us)

**WEB SITE:** [www.mmd.admin.state.mn.us](http://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	CONTRACT NO.	TERMS	DELIVERY
<i>RJ Sayers is certified as an eligible Veteran-Owned business</i>			
<b>R.J SAYERS DISTRIBUTING</b> 21020 Cambodia Avenue Farmington, MN 55024	<b>175303</b>	<b>NET 30</b>	<b>90 DAYS ARO</b>
<b>VENDOR NO.:</b> 0000370479-001	<b>CONTACT:</b> Rick Sayers <b>EMAIL:</b> <a href="mailto:rjsayers@frontiernet.net">rjsayers@frontiernet.net</a>		<b>PHONE:</b> 651.460.6101 <b>FAX:</b> 651.460.6168
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<b>ABM EQUIPMENT &amp; SUPPLY</b> 333 2 <sup>ND</sup> Street Northeast Hopkins, MN 55343	<b>175302</b>	<b>NET 30</b>	<b>5-150 DAYS ARO</b>
<b>VENDOR NO.:</b> 0000281821-001	<b>CONTACT:</b> Scott Reiersen <b>EMAIL:</b> <a href="mailto:scottr@abmequip.com">scottr@abmequip.com</a>		<b>PHONE:</b> 952.938.5451 <b>FAX:</b> 952.938.0159
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<b>CONTRACT VENDOR</b>	<b>CONTRACT NO.</b>	<b>TERMS</b>	<b>DELIVERY</b>
<b>FLEXIBLE PIPE TOOL COMPANY</b> 22606 186 <sup>th</sup> Ave. Cold Spring, MN 55630 <b>VENDOR NO.:</b> 0000248058-001	<b>175300</b>  <b>CONTACT:</b> Shane Smetana <b>EMAIL:</b> <a href="mailto:shane@flexiblepipetoolco.com">shane@flexiblepipetoolco.com</a>	<b>NET 30</b>	<b>90-120 DAYS ARO</b>  <b>PHONE:</b> 320.597.7552 <b>FAX:</b> 320.597.7882
<b>TITAN MACHINERY SHAKOPEE</b> 6340 Co Rd 101E Shakopee, MN 55379 <b>VENDOR NO.:</b> 0000251892-001	<b>175301</b>  <b>CONTACT:</b> Andrew Bethel <b>EMAIL:</b> <a href="mailto:andy.bethel@titanmachinery.com">andy.bethel@titanmachinery.com</a>	<b>NET 30</b>	<b>1-180 DAYS ARO</b>  <b>PHONE:</b> 952.445.5400 <b>FAX:</b> 952.445.0365
<b>MACQUEEN EQUIPMENT, INC</b> 1125 7 <sup>th</sup> St E St. Paul, MN 55106 <b>VENDOR NO.:</b> 0000198821-001	<b>175296</b>  <b>CONTACT:</b> William McCarthy <b>EMAIL:</b> <a href="mailto:bill.mccarthy@macqueengroup.com">bill.mccarthy@macqueengroup.com</a>	<b>NET 30</b>	<b>60-90 DAYS ARO</b>  <b>OFFICE:</b> 651-645-5726
<b>TRENCHERS PLUS, INC.</b> 2309 W Hwy 13 Burnsville, MN 55337 <b>VENDOR NO.:</b> 0000209158-001	<b>175298</b>  <b>CONTACT:</b> John Rabideaux <b>EMAIL:</b> <a href="mailto:john@trenchersplus.com">john@trenchersplus.com</a>	<b>NET 30</b>	<b>45-60 DAYS ARO</b>  <b>PHONE:</b> 952.890.6000 <b>FAX:</b> 952.890.4563
<b>TWIN STAR EQUIPMENT</b> 495 Maryland Ave. St. Paul, MN 55117 <b>VENDOR NO.:</b> 0001017896	<b>175304</b>  <b>CONTACT:</b> Patrick Iwan <b>EMAIL:</b> <a href="mailto:patrick@twinstartruck.com">patrick@twinstartruck.com</a>	<b>NET 30</b>	<b>30 DAYS ARO</b>  <b>PHONE:</b> 651.829.4547

**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 W-196(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. **A flat, fixed price for shipping will not be accepted and the State reserves the right to reject the offer if a price per loaded mile is not included on the Price Schedule.** If delivery is included in product cost, Responder may enter "no charge" or "0.00."

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.**

The contracts under this release contain FIXED and PERCENTAGE DISCOUNT OFF OF LIST pricing. **Detailed Pricing 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 FIXED pricing, the pricing offered must match or be lower than that detailed on this release on the MnDOT web page.
- 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 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

### SPECIAL TERMS AND CONDITIONS

**SCOPE.** The purpose of the contract is to provide a source for High Pressure Water Jetters and Sewer Vac/Hydro Excavation Units, which may be purchased by State Agencies and Cooperative Purchasing Venture (CPV) member on an as needed basis.

**PRICES.** Pricing information is available on the MnDOT web page <http://www.dot.state.mn.us/maintenance/fleet.html> Select the 'Visit current list of Equipment contracts' link. Fixed prices are firm for the initial term of the Contract. **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.

**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 purchase order issued by a State agency for these types of 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.

**SHIPPING REQUIREMENTS.** All deliveries are FOB Destination. The Contract Vendor has stated the delivery charge per loaded mile and the delivery starting point. Mileage distance will be the distance from the delivery starting point to the purchaser's delivery point only. Mileage distances will be determined from <http://maps.yahoo.com>. The ordering agency may use the Contract Vendor delivery, may pick up the equipment, or may contract for delivery with anyone it chooses.

**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. 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.

**INSTALLATION SERVICES.** Unless otherwise called for on the Price Schedule, vendors MAY NOT add costs for installation services. Prices offered for attachments must include everything needed so unit is complete and ready to use by the operator from the cab and must include all installation/mounting costs. All options must include installation.

**EQUIPMENT ORIENTATION.** The cost of the equipment includes equipment orientation to the Customer. Orientation includes but is not limited to, equipment operating instructions, mounting, removal, operating and safety instructions. If requested by the State, the Contract Vendor will provide the orientation before the purchase of equipment will be considered complete. No additional orientation or training fees may be charged to the Customer.

**EQUIPMENT LITERATURE.** Upon request by a State agency or CPV member, the Contract Vendor shall provide equipment literature at no cost.

**EQUIPMENT WARRANTY.** Equipment offered includes the manufacturer's standard warranty. The Contract Vendor shall be responsible for the cost of any inspections, adjustments, parts, labor, travel, pickup and/or delivery charges that are a result of equipment failure(s) prior to or during the warranty period. This shall be performed immediately without any delay. This warranty shall commence when the unit is put into service.

The Contract Vendor shall be the single contact through which Customers will arrange warranty work that is still covered under the original manufacturer's warranty on the equipment that is purchased. The Customer reserves the right to require the work to be subcontracted if it facilitates and expedites the completion of the repair. All costs will be borne by the Contract Vendor on warranty repairs. All warranty work must be done within the state of Minnesota unless mutually agreed by the Customer and the Contract Vendor.

**NEW EQUIPMENT FOR RENT PROGRAM.** The Contract Vendor 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 30<sup>th</sup>) 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.

**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.

**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 Contract Vendor 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.

**RENTAL RETURN OR DEMO EQUIPMENT FOR SALE.** During the term of the Contract, if a Contract Vendor owned rental return or demo equipment 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 Contract Vendor 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.

Used equipment that has been purchased by a Contract Vendor customer, whether the purchase was made under the Contract or not, and has been returned to the Contract Vendor is not part of this Solicitation and may not be offered. Customers must acquire used equipment according to their local purchasing requirements.

The equipment shall not be older than two years from the manufactured date and the remaining manufacturer's warranty shall be transferred to the new owner. The price will be based on the price deduction per used hour offered from the current State Contract base price. The Contract Vendor should have considered 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.

**EQUIPMENT SPECIFICATIONS.** All equipment contracted will meet the specifications as defined. All optional equipment ordered must be OEM unless otherwise stated.

It is agreed that any equipment delivered that fails to meet the specifications will be replaced or brought up to specification 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 Contract Vendor, otherwise the offer will be considered in strict compliance.

**UNSPSC CODE**

40151500	Industrial Pumps
40151700	Pump Parts and Accessories
78111808	Equipment Rental

**REVISIONS.**

**WATER JETTERS: HIGH PRESSURE VACUUM AND HYDRO EXCAVATION UNITS**

**W-196(5) EQUIPMENT LIST**

Detail pricing information is available on the MnDOT web page.

Go to: <http://www.dot.state.mn.us/maintenance/fleet.html>

Select the "[Visit current list of equipment contracts](#)" to access the contract index.

**ABM Equipment – Contract 175302**

**Brand: Model:**

VAC-CON

V290 Single Engine Fan	Collection/Jetter Truck
V290 Twin Engine Fan	Collection/Jetter Truck
V250CB Twin/Single Engine Fan	Collection Truck
VX390 LH/800 Truck	Vac/Hydro Excavation
V230 Single Engine Fan	Vac/Hydro Excavation
PD3590H Twin Engine PD	Collection/Jetter Truck
PD3590HN Single Engine PD	Collection/Jetter Truck

Vector	Vector VJ300	Jetter Skid/Trailer
	Vector VJ500	Jetter Skid/Trailer
	Vector VJ700	Jetter Skid/Trailer
	Vactor NP500	Jetter Skid/Trailer
	MS500	Vacuum/Hydro Excavation Truck

**Titan Machinery Shakopee – Contract 175301**

**Brand: Model:**

Vacall	AJ16	Jetter
	AE1010	Hydro EX
	AE1213	Hydro EX
	AE1013	Vacall
	AJV610	Combination Jetter vac
	AJV810	Combination Jetter vac
	AJV812	Combination Jetter vac
	AJV1010	Combination Jetter vac
	AJV1015	Combination Jetter vac
	AJV1215	Combination Jetter vac
	AJV1515	Combination Jetter vac
	AC10	Catch Basin
	AC13	Catch Basin
	AC16	Catch Basin
	Chassis Pricing	

**RJ Sayers – Contract 175303**

**Brand: Model:**

RJ Sayers	HydroSnake Tm207041	Jetter Self Propelled
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**Trenchers Plus, Inc. – Contract 175298**

<b>Brand:</b>	<b>Model:</b>	
Ring-O-Matic	275 Hydro Excavation	Trailer/Skid
Ring-O-Matic	550 HiCFM	Hydro Excavator Trailer/Skid
Ring-O-Matic	850 HiCFM	Hydro Excavator Trailer/Skid
Ring-O-Matic	2000 Vac Extreme II	Hydro Excavator Trailer/Skid
Ring-O-Matic	3000 Vac Extreme II	Hydro Excavator Trailer/Skid

**Twin Star Equipment – Contract 175304**

<b>Brand:</b>	<b>Model:</b>	
Super Jet	Jetter Truck	
Camel Max 900	Collection/Jetter Truck	
Camel Max 900	Collection	
Mud Dog 1200	Vac Hydro Truck	

**Flexible Pipe – Contract 175300**

<b>Brand:</b>	<b>Model:</b>	
Advance Pump& EQ	Versa-Vac 500PD Hydro	Trailer/Skid
Sewer Equipment	747-FR2000 ECO	Jetter Trailer/Skid
	747-FR2000 TV ECO	Jetter Trailer/Skid
	800-H ECO	Jetter Truck Mounted
	800-HPR-ECO	Jetter Truck Mounted
	800-HPRTV ECO	Jetter Truck Mounted
	900 ECO 12 Yard	Collection/Jetter Truck
	JAJ-600SK	Jetter Trailer/Skid
	JAJ-600WH	Jetter Trailer/Skid
RamVac	2000	Trailer/Skid
	HX-3 Hydro	Trailer/Skid
	HX-6 Hydro	Truck Mounted
	HX-9 Hydro	Truck Mounted
	HX-12 Hydro	Truck Mounted
	HX-12-27 Hydro	Truck Mounted
Flexible Pipe	444 Series 2	Rodder Truck
	866 Series 2	Rodder Truck
O'Brien	3518-SC Jetter	Trailer/Skid
	7040-SC Jetter	Trailer/Skid
HiVac/Aquatech	Aquatech B6	Collection/Jetter Truck
	Aquatech B10	Collection/Jetter Truck
	Aquatech B15	Collection /Jetter Truck
	Aquatech F10	Collection/Jetter Truck
	Aquatech F15	Collection/Jetter Truck
	Aquatech SJ-1500	Jetter Truck
Pacific Tek	PV250 Hydro	Excavation Skid Mounted <b>NEW</b>
	PV350 Hydro	Excavation Skid Mounted
	PV-500 Hydro	Excavation Trailer
	PV-800 Hydro	Excavation Trailer <b>NEW</b>
	PV-100 - PT1000	Exercisers

**MacQueen – Contract 175296**

**Brand:**

Vactor T-SK

**Model:**

Water Jetter Trailer  
21001 Rodder  
21001 Collection Basin  
iMPAC Combo Collection/Jetter  
RamJet Jetter Truck  
TruVac HXX Hydro Excavation Truck  
Prodigy Hydro Excavation Truck  
Paradigm Hydro Excavation Truck  
TruVac Wolf Hydro Excavation Truck  
TruVac Coyote Hydro Excavation Truck  
SD400 Receiver Exerxiser Skid/Trailer

Hurco