

Admin Minnesota

Materials Management Division

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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: C-796(5)

DATE: MARCH 13, 2015

PRODUCT/SERVICE: CHIPPERS, BRUSH, PTO AND ENGINE DRIVEN

CONTRACT PERIOD: MARCH 13, 2015, THROUGH JANUARY 31, 2016

EXTENSION OPTIONS: UP TO 49 MONTHS

ACQUISITION MANAGEMENT SPECIALIST: LUANN OLSON

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WEB SITE: www.mmd.admin.state.mn.us

CONTRACT VENDOR

CONTRACT NO.

TERMS

DELIVERY

RDO VERMEER, LLC.

1675 126th Street W
Burnsville, MN 55337

89721

NET 30

30-60 DAYS ARO

CONTACT: Mark Rieckhoff

EMAIL: mrieckhoff@rdoequipment.com

PHONE: 612.499.2147

FAX: 952.882.2980

VENDOR NO.: 0000199158

PRICE PER LOADED MILE: No Charge

MINNESOTA EQUIPMENT

13725 Main Street
Rogers, MN 55374

89724

NET 30

90 DAYS ARO

CONTACT: Dan Scharber

EMAIL: jdmail@scharbers.com

PHONE: 763.428.4107

FAX: 763.428.2700

VENDOR NO.: 0000197372

PRICE PER LOADED MILE: \$4.00 Per Loaded Mile from Rogers, MN

TRI-STATE BOBCAT

1200 West Highway 13
Burnsville, MN 55337

89723

NET 30 30 DAYS ARO

CONTACT: Patrick Schoen

EMAIL: patrick@tristatebobcat.com

PHONE: 651.407.3727

FAX: 651.217.5770

VENDOR NO.: 0000206308001

PRICE PER LOADED MILE: No Charge

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 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 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, 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. The purpose of this Contract is to provide Chippers: Brush, PTO Driven and Engine Driven which may be purchased by State Agencies and Cooperative Purchasing Venture (CPV) members on an as needed basis.

PRICES. Prices are firm through the first year. 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.

USED EQUIPMENT. Used equipment is not part of this contract release. State Agencies must acquire used equipment according to their local purchasing requirements.

SHIPPING REQUIREMENTS. All deliveries are to be 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.

BILLING REQUIREMENTS. The Contract Vendor must submit separate detailed invoices (one original and two copies) for each purchase order to the "bill-to" address as shown on the purchase order.

If requested, the Contract Vendor 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 intends that the final invoice is generated only after the equipment has been delivered, inspected, approved and accepted.

EQUIPMENT TRAINING. The cost of the equipment includes training to the Customer. Training 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 training before the purchase of equipment will be considered complete. No additional 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.

OPTIONAL EQUIPMENT. Only optional equipment and packages that are listed and priced on the Price Schedule may be sold under the Contract. Any requests for optional items that were not offered with the response and contracted by the State may not be sold against the Contract. If additional equipment is requested that is not covered by the Contract, the Customer must follow the procurement procedures for their entity. If purchased from the Contract Vendor, a separate purchase order must be issued for audit purposes.

If there are similar items covered by other State Contracts, the State agency may choose which Contract to purchase from.

NEW EQUIPMENT RENTAL PROGRAM. If offered on the Price Schedule, the Contract Vendor may offer new equipment for rent. 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 title of the equipment during the rental term. The Contract Vendor will provide the Customer with the make, model and VIN number and equipment 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.

During the rental term, any repairs needed due to OEM warranty requirements or equipment failure will be the responsibility of the Contract Vendor. 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.

If there is an option to purchase the new rental equipment, and if included on the Price Schedule, the Responder will indicate what percentage of the rental price to be applied to the cost of the purchased equipment. The Responder should consider all of its associated costs to rent the new equipment.

The Contract Vendor must have listed 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.

If mutually agreed, the rental term may exceed the term of the Contract providing the purchase order is issued prior to the end of the Contract term. If the Customer desires to purchase the rental equipment, it must be purchased prior to the end of the term of the Contract. State agencies may not enter into an equipment rental beyond the State fiscal year.

The Contract Vendor may have provided rates based on summer and winter rental rates. The **summer rental rate** will be in effect between April 1 through September 30 and the **winter rental rate** will be in effect between October 1 through March 31. Vendors may not qualify the number of hours that the equipment must be used, or the maximum number of hours that the equipment may be used, during the rental term – such as 40 hours per week or 160 hours per month.

VENDOR OWNED RENTAL OR DEMO EQUIPMENT SALES. During the term of the Contract, if the same make and model of equipment offered and contracted from this Solicitation that are Contract Vendor owned rental returns or demo equipment become available for purchase, the equipment may be offered in response to the Solicitation if requested on the Price Schedule.

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 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. If extended warranty options are available, they should be listed 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.

Deliveries to the Customer will be FOB Destination and transportation costs will be based on the price per loaded mile offered in this Solicitation.

SWIFT CODES: 27110000 Chipper, Brush, PTO and Engine-Driven
 25172600 Chipper, Parts & Accessories
 78111808 Rental of Chippers

**Detailed Pricing information is available on the MnDOT web page
www.dot.state.mn.us/maintenance/fleet.html. Click on "New Equipment Contracts."**

**RDO-VERMEER
 CONTRACT #89721**

MAKE/MODEL	DRIVE TYPE	INCH	BASE PRICE
Vermeer BC700XL, Disc Style	Engine	6"	\$13,032.00
Vermeer BC900XL, Disc Style	Engine	9"	\$19,556.00
Vermeer BC1000XL, Drum Style	Engine, Diesel	12"	\$31,507.00
Vermeer BC1000XL, Drum Style	Engine, Gas	12"	\$28,238.00
Vermeer BC1200XL, Drum Style	Engine	13"	\$47,343.00
Vermeer BC1500, Drum Style	Engine	15"	\$52,955.00
Vermeer BC1800XL, Drum Style	Engine	19"	\$60,551.00
Vermeer BC2100XL, Drum Style	Engine	21"	\$148,652.00
Vermeer WC2300XL, Drum Style	Engine	23"	\$322,786.00

**SCHARBER AND SONS
 CONTRACT #89724**

Woodsman 730, Drum Style	Engine	13"	\$32,100.00
Woodsman 750, Drum Style	Engine	16"	\$46,350.00
Woodsman 750 HD, Drum Style	Engine	16"	\$49,950.00
Woodsman 770, Drum Style	Engine	19"	\$65,850.00

**TRI-STATE BOBCAT, INC.
CONTRACT #89723**

MAKE/MODEL	DRIVE TYPE	INCH	BASE PRICE
Brush Bandit 90XP Disc Style	Engine	9"	\$18,199.50
Brush Bandit 90XP CB Disc Style	Engine	9"	\$35,768.00
Brush Bandit 90XP Disc Style	PTO	9"	\$13,771.50
Brush Bandit 150XP Disc Style	Engine	12"	\$24,566.80
Brush Bandit 150XP Disc Style	PTO	12"	\$15,821.50
Brush Bandit 200XP Disc Style	Engine	12"	\$24,985.00
Brush Bandit 200XP Disc Style	PTO	12"	\$16,498.00
Brush Bandit 200UC Disc Style	Engine	12"	\$23,386.00
Brush Bandit 250XP Disc Style	Engine	12"	\$29,761.50
Brush Bandit 250XP Disc Style	PTO	12"	\$17,994.50
Brush Bandit 255XP Disc Style	Engine	15"	\$35,686.00
Brush Bandit 280XP Disc Style	Engine	18"	\$42,118.90
Brush Bandit 280XP HD Disc Style	Engine	18"	\$49,531.70
Brush Bandit 990XP Drum Style	Engine	12"	\$27,838.75
Brush Bandit 1390XP Drum Style	Engine	15"	\$31,855.00
Brush Bandit 1590XP Drum Style	Engine	18"	\$41,417.50
Brush Bandit 1890XP Drum Style	Engine	19"	\$46,538.75
Brush Bandit 1890XP HD Drum Style	Engine	19"	\$50,244.75
Brush Bandit 1990 XP HD Drum Style	Engine	21"	\$64,320.75