

SPECIAL TERMS, CONDITIONS, AND SPECIFICATIONS FOR RELEASE C-796(5) EVENT #20000003596

PREFACE STATEMENT. THE INFORMATION CONTAINED BELOW DESCRIBES THE SPECIAL TERMS, CONDITIONS AND SPECIFICATIONS APPLICABLE TO THE REQUEST FOR BID (RFB)/EVENT AND SUBSEQUENT CONTRACT, AND IS IN ADDITION TO THE GENERAL TERMS AND CONDITIONS.

- 1. PURPOSE.** The purpose of the Request for Bid (RFB)/Event is to accept offers and contract with a vendor(s) to provide Chippers: Brush, PTO Driven and Engine Driven (C-796(5)) which may be purchased by State Agencies and Cooperative Purchasing Venture (CPV) members on an as needed basis.
- 2. COOPERATIVE PURCHASING VENTURE (CPV) MEMBERS.** The Contract will also be available to all CPV members. Minn. Stat. § 16C.03, subd. 10 authorizes the State, acting through its Materials Management Division, to enter into purchasing agreements with one or more governmental units and other entities allowable by law, as described in Minn. Stat. § 471.59, subd. 1, to exercise jointly the purchasing powers and functions each has individually. This authority is referred to as the Cooperative Purchasing Venture program. For more information, see State web site www.mmd.admin.state.mn.us.

The Contract Vendor agrees to provide the contract to CPV members at the same prices, terms, conditions, and specifications.

- 3. ESTIMATED AMOUNT.** The estimated total dollar value of the Contract is \$350,000.00. It shall be understood and accepted by the Responder the State makes no guarantees to any volume to be ordered from any Contract issued from this solicitation.
- 4. CONTRACT VENDOR INSURANCE REQUIREMENTS.** The Contract Vendor must be capable of furnishing the equipment as outlined and must be able to provide proof of insurance in the amounts outlined in the Solicitation.

If the Contract Vendor is the Original Equipment Manufacturer (OEM), and is directly accepting and shipping orders, the certificate of insurance must be in its name and must meet all of the requirements outlined in the Solicitation. The Contract will not be executed until the required insurance certificate is received and approved by the State.

If the Contract Vendor is the OEM and is distributing its equipment through a network of OEM owned or independently owned authorized distributors or independently owned manufacturer's representatives who accept and ship the orders, a certificate of insurance is required for each OEM owned or independently owned authorized distributor or manufacturer's representative. The certificate of insurance must be in the authorized distributor or manufacturer's representative's name and must meet all of the requirements outlined in the Solicitation. Prior to Contract execution, the Contract Vendor will provide the insurance certificate for each of its authorized distributors or manufacturer's representative. The Contract will not be executed until all required insurance certificates are received and approved by the State.

If the Contract Vendor is an independently owned authorized distributor or an independently owned authorized manufacturer's representative for the OEM and is accepting and shipping orders, the Contract Vendor must provide a certificate of insurance in its name and in the amounts outlined in the Solicitation. The Contract will not be executed until all required insurance certificates are received and approved by the State.

Upon notification of award, and within seven (7) days of notification, the awarded vendor(s) must provide a certificate of insurance with the coverage and amounts called for in the Solicitation. Any Contract awarded will not be executed until the certificate of insurance has been received and approved by the State. The State reserves the right to rescind the Contract award if the vendor does not provide the certificate of insurance within the required time.

- 5. SHIPPING REQUIREMENTS.** All shipments are to be FOB Destination.
- 6. DELIVERY CHARGES.** If requested on the Price Schedule, the Responder *must 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 <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.

7. **MINIMUM DELIVERY CHARGE.** Responders may include a "minimum delivery charge" on the Price Schedule. 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.
8. **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.
9. **BILLING REQUIREMENTS.** The Contract Vendor must submit separate detailed invoices 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 RFB. The State intends that the final invoice is generated only after the equipment has been delivered, inspected, approved and accepted.

10. **INTEREST RATE ON UNPAID BALANCE.** The Contract Vendor may not charge interest on unpaid balances over and above what is allowed in State law. Responders may not calculate additional interest into the price offered for the equipment to cover expenses on unpaid balances.
11. **USAGE REPORTS.** The Contract Vendor is required to furnish the Acquisition Management Specialist a usage report, by customer name, which includes, but is not limited to, the following information:
 - Customer name (State agency or CPV member name)
 - Purchase order number
 - Make and model number ordered
 - Invoice number
 - Total invoice price

The actual form for reporting will be sent in Excel® to the Contract Vendor, via e-mail, by the Acquisition Management Specialist and will include the reporting schedule.

Failure to provide these reports may result in the Contract Vendor to be considered in default and may result in Contract cancellation.

12. **EQUIPMENT LITERATURE.** Upon request by a State agency or CPV member, the Contract Vendor shall provide literature at no cost for the equipment offered in its response.
13. **EQUIPMENT SPECIFICATIONS.** All equipment offered in response to the Solicitation must meet the specifications as outlined in the Equipment Specifications section of the Solicitation and all federal and State safety codes. The Responder's submission certifies that any offer submitted to participate in the State's Solicitation process is for equipment that will meet the specification as outlined. The specification as defined by the OEM prevails unless otherwise modified by the specifications included in the Solicitation.

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 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 Responder, otherwise the offer will be considered in strict compliance. A link to the manufacturer's website that includes technical data must be included with the response to the Solicitation.

ALL EQUIPMENT OFFERED SHOULD BE AVAILABLE DURING THE TERM OF THE CONTRACT. IF THE MANUFACTURER DISCONTINUES A MODEL NUMBER DURING THE TERM OF THE CONTRACT, THE CONTRACT VENDOR MUST NOTIFY THE AMS.

IF APPLICABLE, THE CONTRACT VENDOR MAY REQUEST TO HAVE THE MANUFACTURER'S REPLACEMENT MODEL NUMBER SUPERSEDE THE CONTRACTED MODEL NUMBER. THE CONTRACT VENDOR MUST PROVIDE WRITTEN DOCUMENTATION FROM THE MANUFACTURER VERIFYING BOTH THE DISCONTINUED AND REPLACEMENT MODEL NUMBERS. THE REPLACEMENT MODEL NUMBER MUST MEET THE ORIGINAL SPECIFICATION AND MUST BE THE SAME PRICE AS ORIGINALLY CONTRACTED.

NO REPLACEMENT MODELS WILL BE ALLOWED UNLESS CONFIRMED IN WRITING BY THE AMS. THE STATE IS UNDER NO OBLIGATION TO ACCEPT A REPLACEMENT MODEL NUMBER.

DO NOT OFFER EQUIPMENT OR OPTIONS BEYOND THE SCOPE OF THIS SOLICITATION. IF RESPONDERS SUBMIT EQUIPMENT THAT DOES NOT MEET THE SPECIFICATIONS AS OUTLINED, THE STATE RESERVES THE RIGHT TO REJECT ALL OR PART OF THE OFFER.

14. 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. The Responder shall also state the warranty term (months, years) for all items offered on the Price Schedule.

14A. OEM EXTENDED WARRANTY OPTIONS. If offering extended OEM warranty options include a copy of the warranty terms and conditions and detail the coverage that the extended warranty option includes with the Solicitation response.

When making down time offering and extended warranty options, if included on the Price Schedule, the price should include all associated costs and indicate the number of years, miles or hours the extended warranty term covers.

14B. CONTRACT VENDOR (ADD ON) WARRANTY OPTIONS. If included on the Price Schedule, the price should include all Warranty Services and Parts mentioned (above) and shall include, travel, pickup and/or delivery charges that are a result of equipment failure(s) prior to or during the warranty period or extended warranty period. This shall be performed promptly unless otherwise mutually agreed upon by the Customer and the Contract Vendor. This option shall commence when the unit is put into service.

15. OPTIONAL EQUIPMENT. The State intends that any optional equipment and packages that are available from the manufacturer for the type of equipment outlined in the Solicitation be included with the response. Optional equipment should be offered at the lowest price available to the State.

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.

- 16. EQUIPMENT TRAINING.** The cost of the equipment must include training to the Customer that 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.
- 17. NEW EQUIPMENT RENTAL PROGRAM.** If requested and offered on the Price Schedule, the Responder 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 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.

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 Responder will provide 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.

- 18. 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 Responder 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, 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.

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

- 19. USED EQUIPMENT.** Used equipment is not part of the Solicitation and may not be offered. Customers must acquire used equipment according to their local purchasing requirements.

- 20. 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.
- 21. PRICING OFFERED IN RESPONSE.** Prices listed in your response to this RFB/Event must take into consideration all inherent costs of providing the requested goods and/or services. The Responder agrees to pay any and all fees, including, but not limited to: duties, custom fees, permits, brokerage fees, insurance, licenses and registrations. The State will not pay any additional charges beyond the price(s) listed in the response, unless otherwise provided for by law or expressly allowed by the terms of the RFB/Event.
- 22. CONTRACT PRICES.** Responders must offer a **fixed price** for the base unit and all optional equipment and services being offered. Equipment or options that are offered without a fixed price will not be included on any Contract issued from the RFB/Event. No price increases or decreases will be accepted during the life of the Contract.

If a large volume one-time purchase situation arises, the State reserves the right to issue an additional RFB/Event, separate and aside from this RFB. The State may use whatever RFB/Event procedure that is most advantageous to the State. The State also reserves the right to issue another RFB/Event if new makes and models become available that would be of interest and benefit to the State or CPV members.

Under the umbrella of this Contract, Contract Vendors may not offer discounts on quantity purchases, reduced prices based on damaged equipment or lower prices contingent upon a potential equipment trade-in or any other ordering incentive. This includes, but is not limited to, offering optional items that are on the Price Schedule at "no charge" to secure the order.

Customers wishing to pursue additional price discounts or items that are not listed on the Contract must issue a separate RFB/Event according to their entities' purchasing procedures.

A Vendor Performance Report will be filed against any Contract Vendor who does not follow the terms of the Contract and may, but not limited to, have its Contract cancelled or may be suspended and/or debarred from doing business with the State.

OPTIONAL EQUIPMENT - Terms such as "call for price," "prices subject to change without notice," "call dealer," "specifications subject to change without notice," or other type disclaimers will not be accepted on the prices submitted with the offer. If the Price Schedule offers a discount off list from an OEM Price List, the OEM Price List date and number must be included on the Price Schedule.

- 23. ADMINISTRATIVE FEE.** Not Applicable to this Solicitation.
- 24. INSTRUCTIONS FOR DOWNLOADING AND COMPLETING THE PRICE SCHEDULE.** Responders **MUST DOWNLOAD, COMPLETE** and **RETURN** the Excel® Price Schedule attached to the Swift Solicitation. Responders should carefully review the Instructions Tab on the Excel® file included with the Swift Event. If you need assistance please contact our Helpline at 651.296.2600.

The Price Schedule includes the following tabs on the bottom of the Spread Sheet:

Vendor Instructions – Authorized Distributor List
Engine Driven Base Unit
Engine Driven Pricing Base Unit & Attach
PTO Driven Base Unit
PTO Drive Base Unit & Attach.

Responders MUST use the Excel® Price Schedule included with this SWIFT Event. The State reserves the right to reject any offer received that does not follow this instruction.

The State reserves the right to reject any offer that is not submitted on the current State price schedule provided in the SWIFT Solicitation. All decisions of the State are final.

**STATE OF MINNESOTA
EQUIPMENT SPECIFICATION**

SPECIFICATION: C796-12082014

December 8, 2014

1.0 SCOPE

BRUSH CHIPPERS, PTO DRIVEN & ENGINE DRIVEN

This unit shall be the most current advertised production model as modified per specifications and approved by MnDOT, 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. The unit must meet applicable codes and standards.

2.0 ENGINE DRIVEN BRUSH CHIPPER REQUIREMENTS

- 2.1 Unit shall be trailer mounted.
- 2.2 Chipper shall be nine (9) inch capacity class or larger.
- 2.3 Unit shall be engine powered.
- 2.4 Unit shall have tongue jack.
- 2.5 Brush chipper shall be delivered with one (1) complete additional set of O.E.M. air and fluid filters.
- 2.6 Each brush chipper shall be supplied with one set of parts, service, repair and operations manuals.
- 2.7 When offering options such as but not limited to hydraulic winch, hydraulic swivel discharge, etc., price must include everything needed so unit is complete, installed and ready to use by the operator.
- 2.8 Manufacturer's standard color acceptable, lead free paint.

3.0 PTO DRIVEN BRUSH CHIPPER REQUIREMENTS

- 3.1 Unit shall be three (3) point hitch-mounted.
- 3.2 Chipper shall be five (5) inch capacity class or larger.
- 3.3 Unit shall be PTO-powered.
- 3.4 Each brush chipper shall be supplied with one set of parts, service, repair and operations manuals.
- 3.5 When offering options, such as but not limited to chute discharge extensions, etc., the price must include everything needed so the unit is complete, installed and ready to use by the operator.
- 3.6 Manufacturer's standard color acceptable; lead-free paint.

EQUIPMENT INSURANCE REQUIREMENTS –C-796(6)

The Contractor/Contract Vendor (Contract Vendor), and/or their authorized distributor, manufacturer's representative, dealer, reseller, subcontractor (Subcontractor), shall maintain insurance to cover claims which may arise from operations under this Contract, whether such operations are by the Contract Vendor, their Subcontractor, or by anyone directly or indirectly employed under this Contract. The State will determine whether the Contract Vendor or the Contract Vendor's Subcontractor insurance will be filed with the State.

The Contract Vendor, or their Subcontractor, shall not commence work under the Contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. The Contract Vendor, or their Subcontractor, shall maintain such insurance in force and effect throughout the term of the Contract. The Contract Vendor, or their Subcontractor, under this Contract can provide applicable services to the State of Minnesota and/or CPV members, hereinafter referred to as Owner.

All coverages and limits shall remain in force and effect throughout the term of the Contract.

NOTICE TO THE CONTRACT VENDOR OR THEIR SUBCONTRACTOR:

The failure of the State of Minnesota to obtain a Certificate of Insurance, for the policies required under this Contract or renewals thereof or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the Owner to the Contract Vendor, or their Subcontractor, to provide such insurance.

The Owner reserves the right to immediately terminate the Contract if the Contract Vendor, or their Subcontractor, is not in compliance with the insurance requirements and the Owner retains all rights to pursue any legal remedies against the Contract Vendor or their Subcontractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized agent upon written request.

NOTICE TO INSURER:

The Contract Vendor's insurance company(ies), or their Subcontractor's insurance company(ies), waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

REQUIREMENTS FOR THE CONTRACT VENDOR OR THEIR SUBCONTRACTOR:

The Contract Vendor's policy(ies), or their Subcontractor's policy(ies), shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contract Vendor's, or their Subcontractor's, performance under this Contract.

The Contract Vendor's policy(ies), or their Subcontractor's policy(ies), shall contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least 30 day's advance written notice to the State of Minnesota.

The Contract Vendor, or their Subcontractor, is responsible for payment of Contract related insurance premiums and deductibles.

If the Contract Vendor, or their Subcontractor, is self-insured, a Certificate of Self-Insurance must be attached.

The Contract Vendor, or their Subcontractor, shall obtain insurance policy(ies) from insurance company(ies) that either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the MN Department of Commerce if they are not rated by AM Best.

The Contract Vendor's, or their Subcontractor's, Umbrella or Excess Liability insurance policy may be used to supplement the Contract Vendor's, or their Subcontractor's, policy limits to satisfy the full policy limits required by the Contract.

POLICY REQUIREMENTS:

1. **Workers' Compensation Insurance:** Except as provided below, Contract Vendor, or their Subcontractor, must provide Workers' Compensation insurance for all their employees in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Minimum limits of liability:

Coverage B - Employer's Liability
\$100,000 Bodily Injury by Disease per Employee
\$500,000 Bodily Injury by Disease Aggregate
\$100,000 Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts the Contract Vendor, or their Subcontractor, from Workers' Compensation insurance or if the Contract Vendor, or their Subcontractor, has no employees in the State of Minnesota, the Contract Vendor, or their Subcontractor, must provide a written statement, signed by the authorized signer of the Contract, stating the qualifying exemption that excludes the Contract Vendor, or their Subcontractor, from MN Workers' Compensation requirements.

If during the course of the Contract the Contract Vendor, or their Subcontractor, becomes eligible for Workers' Compensation, the Contract Vendor, or their Subcontractor, must comply with the Workers' Compensation Insurance requirements included herein and provide the State of Minnesota with a certificate of insurance.

Evidence of Subcontractor insurance shall be filed with the Contract Vendor or as directed by the State.

2. **Automobile Liability or Garage Liability Insurance:**

The Contract Vendor, or their Subcontractor, shall maintain insurance to cover liability arising out of the ownership, operation, use, or maintenance of all owned, non-owned and hired automobiles.

Auto Liability insurance is required for Contract Vendors, or their Subcontractor, performing warranty or service work on mobile equipment.

Garage Liability insurance is required for Contract Vendors, or their Subcontractor, performing warranty or service work on autos or equipment attached to autos, including vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the State of Minnesota.

- A. Minimum Limits of Liability:

\$2,000,000 - Per Occurrence – Bodily Injury and Property Damage Combined Single Limit

- B. Coverages:

Owned Automobile
 Non-owned Automobile
 Hired Automobile

Evidence of Subcontractor insurance shall be filed with the Contract Vendor or as directed by the State.

3. **General Liability or Garage Liability Insurance:**

The Contract Vendor, or their Subcontractor, shall maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract.

General Liability insurance is required for Contract Vendors, or their Subcontractor, performing warranty or service work on mobile equipment.

Garage Liability insurance is required for Contract Vendors, or their Subcontractor, performing warranty or service work on autos or equipment attached to autos, including vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the State of Minnesota.

- A. Minimum Limits of Liability:

\$2,000,000 - Per Occurrence

\$2,000,000 - Annual Aggregate

\$2,000,000 - Annual Aggregate applying to Products/Completed Operations

B. Coverages

- Premises and Operations Bodily Injury and Property Damage
- Personal & Advertising Injury
- Blanket Contractual
- Products and Completed Operations
- State of Minnesota named as an Additional Insured**

4. **Garagekeepers Liability or Property of Others Insurance or equivalent:**

The Contract Vendor, or their Subcontractor, shall maintain insurance to cover loss or damage to Owner's autos or equipment in the care, custody, and control of Contract Vendor, or their Subcontractor, if ANY warranty or service work is performed by the Contract Vendor, or their Subcontractor. The Contract Vendor, or their Subcontractor, shall maintain insurance to cover loss or damage to Owner's autos or equipment in the care, custody, and control of Contract Vendor, or their Subcontractor, if ANY warranty or service work is performed by the Contract Vendor, or their Subcontractor. The Contract Vendor is solely responsible for the coverage equal to that of the actual cash value of vehicles/mobile equipment in the Contract Vendor's, or their Subcontractor's, care, custody and control at any given point in time.

Garagekeepers Liability insurance or equivalent is required for Contract Vendors, or their Subcontractor, performing warranty or service work on autos or equipment attached to autos, including vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the State of Minnesota.

Property of Others insurance or equivalent is required for Contract Vendors, or their Subcontractor, performing warranty or service work on mobile equipment.