

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: E-95(5)

DATE: MARCH 2, 2015

PRODUCT/SERVICE: EXCAVATORS AND EXCAVATOR PARTS AND ATTACHMENTS

CONTRACT PERIOD: MARCH 2, 2015, THROUGH MARCH 31, 2016

EXTENSION OPTIONS: UP TO 3 MONTHS

ACQUISITION MANAGEMENT SPECIALIST (AMS): LUANN OLSON

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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
CLARK EQUIPMENT COMPANY dba DOOSAN 2905 Shawnee Industrial Way Suwanee, GA 30024	89023	NET 30	90-120 DAYS ARO
	CONTACT: Matt Gansser EMAIL: matt.gansser@doosan.com		PHONE: 678.714.6429 FAX: 866.210.6429

VENDOR NO.: 0000207426-004

Clark/Doosan Authorized Distributor List:

DEALER NAME	VENDOR ID	LOC	DEALER ADDRESS	ST /ZIP	PHONE	CONTACT NAME
Lano Equipment	0000193199	001	3021 W. 133 Street, Shakopee	MN/55379	952.445.6310	Kurt Lano
Lano Equipment	0000193199	002	6140 Highway 10 NW, Anoka	MN/55303	763.323.1720	Scott Fayhe

CONTRACT VENDOR	CONTRACT NO.	TERMS	DELIVERY

CLARK EQUIPMENT COMPANY bda BOBCAT 250 East Beaton Drive West Fargo, ND 58078	89022	NET 30	90 DAYS ARO
	CONTACT: Crystal Stram EMAIL: crystal.stram@doosan.com		PHONE: 701.241.8719 FAX: 701.241.7860

VENDOR NO.: 0000207426-003
Clark/Bobcat Authorized Distributor List:

COMPANY NAME	VENDOR ID	LOC	COMPANY ADDRESS	ST /ZIP	PHONE	CONTACT NAME
Farm-Rite Equipment	0000228536	002	810 MAYHEW LAKE RD NE ST.CLOUD	MN 56304	320-240-2085	DAVID COX
Aldrich Tractor, Inc.,	0000220002	001	19828 US HIGHWAY 10 VERNDALE	MN 56481	218-445-5430	TIM CURRENT
Bobcat of Otter Tail	0000232497	001	3327 EAST FIR AVENUE, FERGUS FALLS	MN 56537	218-739-4505	ROGER PATTERSON
Bobcat of Duluth	0000236269	001	4610 WEST ARROWHEAD ROAD, DULUTH	MN 55811	218-727-7377	DAN LINDE
Farm-Rite Equipment,	0000228536	001	901 PARKER AVE., DASSEL	MN 55325	320-275-2737	DAVID COX
GDF Enterprises Inc.	0000259927	001	1815 1ST AVE N., WINDOM	MN 56101	507-831-5342	GREG PFEFFER
Titan Machinery, Inc.	0000251892	016	1820 E BRIDGE STREET, REDWOOD FALLS	MN 56283	507-644-4400	ALAN WINTER
Lano Eq of Norwood	0000213525	001	1015 HWY 212 WEST, NORWOOD YOUNG	MN 55368	952-467-2181	JACK LANO
Lano Equipment, Inc.	0000193199	003	23580 HIGHWAY 55, CORCORAN	MN 55357	763-479-8200	BILL LANO
Lano Equipment, Inc	0000193199	001	3021 133RD STREET, WEST SHAKOPEE	MN 55379	952-445-6310	EVAN LANO
Lano Equipment, Inc	0000193199	002	61 40 HIGHWAY 10 NW, RAMSEY	MN 55303	763-323-1720	ROD LANO
Matejcek Implement Co	0000194592	001	3040 HIGHWAY 60, WEST FARIBAULT	MN 55021	507-334-2233	HERB ENGLER
Bobcat of Bemidj	0000251301	001	3516 IRVINE AVENUE NW, BEMIDJI	MN 56601	218-751-4660	DUANE REESE
Swanson's Repair, Inc	0000212524	001	1220 RANDOLPH ROAD, DETROIT LAKES	MN 56501	218-847-2157	RYAN SWANSON
Tri-State Bobcat, Inc	0000206308	002	3101 SPRUCE STREET, LITTLE CANADA	MN 55117	651-407-3727	KEVIN USHER
Thermo King Sales & Svc	0000208404	003	2317 CONSUL STREET, ALBERT LEA	MN 56007	507-377-1631	DON ANDERSON
Tri-State Bobcat Inc	0000206308	001	1200 HWY 13 E., BURNSVILLE	MN 55337	952-894-0894	PERRY HARRISON
Bobcat of Rochester	0000273933	001	103 20TH STREET NE, STEWARTVILLE	MN 55976	507-285-0753	CRAIG BLOOD
Yeager Implement Inc.	0000299372	001	1010 GIANT DRIVE, BLUE EARTH	MN 56013	507-526-5918	BILL FARNHAM

EQUIPMENT DISTRIBUTION 6330 Tall Pines Road NE Bemidji, MN 56601	89024	NET 30	120 DAYS ARO
	CONTACT: Karl Swanson EMAIL: aebiguy@edmaebi.com		PHONE: 218.759.8932 FAX: 218.759.8925
VENDOR NO.: 0000280398-001			

HAYDEN MURPHY EQUIPMENT CO. 9301 East Bloomington Frwy Bloomington, MN 55420	89025	NET 30	2-120 DAYS ARO
	CONTACT: Judi Palmstein EMAIL: Judi_palmstein@hayden-murphy.com		PHONE: 952.884.2301 FAX: 952.884.2293
VENDOR NO.: 0000198494-001			

NUSS TRUCK AND EQUIPMENT 12540 DuPont Avenue South Burnsville, MN 55337	89026	NET 30	60-120 DAYS ARO
	CONTACT: Steve Arnold EMAIL: sarnold@nussgrp.com		PHONE: 952.894.9595 FAX: 952.894.1619
VENDOR NO.: 0000201150-005			

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. This Contract must be used by State agencies unless a specific exception is granted in writing 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 Excavators and Excavator Parts and Attachments, which may be purchased by State Agencies and Cooperative Purchasing Venture (CPV) members on an as needed basis.

SHIPPING REQUIREMENTS. All shipments are to be FOB Destination.

DELIVERY CHARGES. Refer to the Contract Vendor Price Pages for specific delivery charges. 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.

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. Prior to delivery, the Contract Vendor is responsible for confirming with the Customer the delivery location and requirements to unload the equipment.

INTEREST RATE ON UNPAID BALANCE. The Contract Vendor may not charge interest on unpaid balances over and above what is allowed in State law. Contract Vendors may not calculate additional interest into the price offered for the equipment to cover expenses on unpaid balances.

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.

EQUIPMENT SPECIFICATIONS. All equipment must meet the specifications as outlined in the Equipment Specifications section and all federal and State safety codes. 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 will comply with the State and federal regulations in effect at the date of manufacture.

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. The warranty shall commence when the unit is put into service.

EQUIPMENT TRAINING. The cost of the equipment includes training to the Customer. This 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.

NEW EQUIPMENT RENTAL PROGRAM. 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 Contract Vendor will indicate what percentage of the rental price to be applied to the cost of the purchased equipment. The Contract Vendor should consider all of its associated costs to rent the new equipment.

The Contract Vendor 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 Contract Vendor has 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 is on contract and is a Contract Vendor owned rental return or demo equipment and becomes available for purchase, that equipment may be offered in response to the Solicitation.

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. If extended warranty options are available, the Contract Vendors will 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.

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.

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.

UNSPSC	DESCRIPTION
22101524	Excavator Equipment
72141700	Excavator Equipment Rental
25174800	Excavator Parts and Attachments

**STATE OF MINNESOTA
EQUIPMENT SPECIFICATION**

SPECIFICATION: 770-1014

October 7, 2014

EXCAVATOR

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 equipment as specified. The unit shall be complete with all equipment required and ready for immediate operation to function as listed below. The unit must meet all applicable codes, standards and regulations.

1.0 EXCAVATOR REQUIREMENTS

- 1.1 Excavator shall have operating weight from 3,400 lbs. to 100,000 lbs.
- 1.2 Excavator shall be self-powered with gas or diesel engine and be track (rubber or steel), tire or walking carriage. Excavators that are attachment type models are not allowed.
- 1.3 Excavator shall have hydraulic control lock at cab.
- 1.4 Controls shall be ISO standard (Caterpillar) pattern with other excavator (John Deere) pattern offered as an option in section 5.0 hydraulic options, on pricing pages.
- 1.5 Excavators shall include an enclosed cab with door(s) if available.
- 1.6 Excavator shall have bucket offered as an option. If a bucket is included with base unit, indicate in the bucket section of pricing pages how much to deduct if customer does not wish to purchase base unit bucket.
- 1.7 When offering optional auxiliary valves for excavator, be detailed in what is included. Indicate if one way/two way, adjustable (or not), how far plumbed, GPM, etc. Offer enough options so the customer can accomplish desired auxiliary valving requirements.
- 1.8 Excavator shall be supplied with one complete set of parts, service, repair and operations manuals.
- 1.9 Vendor shall offer one complete set of OEM air and fluid filters as an option in Section 8.0 of pricing pages.
- 1.10 Manufacturer's standard color acceptable; lead free paint.

Detail pricing information is available on MnDOT web page:

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

EXCAVATOR EQUIPMENT LIST

Make/Model

Vendor

Bobcat E20
Bobcat E26
Bobcat E32
Bobcat E35
Bobcat E42
Bobcat E45
Bobcat E50
Bobcat E55
Bobcat E63
Bobcat E85

Clark Equipment dba Bobcat (ND)
Contract #89022
Price Per loaded Mile: No Charge
Starting Point: Refer to the Price Pages.

Doosan DX140LC-3 US-20
Doosan DX180LC-3 US-20
Doosan DX225LC-3 US 20
Doosan DX300LC-5 US-20
Doosan DX350LC-5 US-20
Doosan DX420LC-5 US-20

Clark Equipment dba Doosan (GA)
Contract #89023
Price Per Loaded Mile: No Charge
Starting Point: Refer to the Price Pages.

Menzi Muck M320
Menzi Muck M520

Equipment Distribution Management
Contract #89024
Price Per Loaded Mile: \$9.50
Starting Point: Fridley, MN 55432

Link-Belt (LBX) 350X3
Link-Belt (LBX) 235X3LC
Link-Belt (LBX) 235X3DZ

Hayden-Murphy Equipment Company
Contract #89025
Price Per Loaded Mile: Varies. Refer to the Price Pages.
Starting Point: Varies. Refer to the Price Pages.

Volvo ECR58D
Volvo ECR88D
Volvo EC140DL
Volvo EC160DL
Volvo EW160D
Volvo EW180D
Volvo EC220DL
Volvo Ec250EL

Nuss Truck & Equipment
Contract #89026
Price Per Loaded Mile: \$4.75
Starting Point: Nearest Nuss Truck location.

Make/Model

Hitachi 17
Hitachi 27
Hitachi 35
Hitachi 50
Hitachi 60

John Deere 75G
John Deere 85G
John Deere 130G
John Deere 135G
John Deere 160G
John Deere 180G
John Deere 190DW
John Deere 210G
John Deere 220DW
John Deere 245G
John Deere 250G
John Deere 290G
John Deere 300G
John Deere 350G
John Deere 380G

TAKEUCHI TB216
TAKEUCHI TB230
TAKEUCHI TB240
TAKEUCHI TB280FC
TAKEUCHI TB290
TAKEUCHI TB1140

Caterpillar 301.7D
Caterpillar 302.7D
Caterpillar 303.5E2CR
Caterpillar 303ECR
Caterpillar 304ECR
Caterpillar 305.5E2CR
Caterpillar 305E2CR
Caterpillar 308E2CRSB
Caterpillar 311FLRR
Caterpillar 312EL
Caterpillar 313FLGC
Caterpillar 316EL
Caterpillar 318EL
Caterpillar 323FL
Caterpillar 326FL
Caterpillar 329FL
Caterpillar 335FLCR
Caterpillar 336FL
Caterpillar M318F
Caterpillar M320F

Vendor

RDO Equipment

Contract #89027
Price Per Loaded Mile \$6.00
Starting Point: Varies. Refer to the Price Pages.

Road Machinery and Supplies Com

Contract #89028
Price Per Loaded Mile: Varies. Refer to the Price Pages.
Starting Point: Varies. Refer to the Price Pages.

Ziegler, Inc.

Contract #89030
Price Per Loaded Mile: Varies. Refer to the Price Pages.
Starting Point: Nearest Ziegler Facility.

Make/Model

Case CX17B
Case CX27B
Case CX31B
Case CX36B
Case CX55C
Case CX75C
Case CX80C
Case CX130C
Case CX145C
Case CX160C
Case CX210C
Case CX210C Narrow
Case CX210C Long Reach
Case C235C
Case CX250D
Case CX250C Long Reach
Case CX300D
Case CX350D
Wacker Neuson EW100
Wacker Neuson 6503
Wacker Neuson 8003
Wacker Neuson 6003
Wacker Neuson 50Z3
Wacker Neuson 50Z3 VDS
Wacker Neuson EZ38
Wacker Neuson EZ38 VDS
New Holland E30BT4B
New Holland E35BT4B
New Holland E55BX
Atlas Copco Excavators Attachments
Case Excavator Attachments
FAE Excavator Attachments
Werk-Brau Attachments
Woods Excavator Attachments

Vendor

Titan Machinery
Contract #89029
Price Per Loaded Mile
Starting Point:

Items on the Price Pages that did not include a fixed price, or did not include a percentage discount to be applied to a Price List, or stated "Call Dealer for Quote" in the price column are not on Contract, and are removed from the Price Schedule.