

# Admin Minnesota

## Materials Management Division

Room 112 Administration Bldg., 50 Sherburne Ave., St. Paul, MN 55155; Phone: 651.296.2600, Fax: 651.297.3996  
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: T-628(5)

DATE: JUNE 10, 2016

PRODUCT/SERVICE: TRACTORS: AGRICULTURAL TYPE AND FACTORY ATTACHMENTS

CONTRACT PERIOD: JUNE 10, 2016, THROUGH DECEMBER 31, 2016

EXTENSION OPTIONS: UP TO 48 MONTHS

ACQUISITION MANAGEMENT SPECIALIST /BUYER (AMS): LUANN OLSON

PHONE: 651.201.2447

E-MAIL: [luann.olson@state.mn.us](mailto:luann.olson@state.mn.us)

WEB SITE: [www.mmd.admin.state.mn.us](http://www.mmd.admin.state.mn.us)

#### CONTRACT VENDOR

#### CONTRACT NO.

#### TERMS

#### DELIVERY

JOHN DEERE CO.

109844

NET 30

60-180 DAYS ARO

2000 John Deere Run  
Cary, NC 27513

CONTACT: Order Management Team

PHONE: 800.358.5010 X 2

EMAIL: [GNSSHARED@JOHNDEERE.COM](mailto:GNSSHARED@JOHNDEERE.COM)

FAX: 309.749.2313

VENDOR NO.: 0000216188-003

PRICE PER LOADED MILE: \$4.00 Closest John Deere Location

#### 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.

USERS OF THE CONTRACT MUST GET A QUOTE FROM AN AUTHORIZED JOHN DEERE DISTRIBUTOR. SUBMIT A COPY OF THE QUOTE ALONG WITH THE PURCHASE ORDER DIRECTLY TO JOHN DEERE. ALL PURCHASE ORDERS MUST BE MADE OUT TO JOHN DEERE USING VENDOR # 0000216188-003

THE JOHN DEERE DISTRIBUTORS ON THE BELOW LINKS ARE AUTHORIZED TO PROVIDE QUOTES FOR THE JOHN DEERE CONTACT.

John Deere/Minnesota

[http://www.mmd.admin.state.mn.us/pdf/T-628\(5\)DeereMNDealers.pdf](http://www.mmd.admin.state.mn.us/pdf/T-628(5)DeereMNDealers.pdf)

John Deere/North Dakota

[http://www.mmd.admin.state.mn.us/pdf/T-628\(5\)DeereNDDealers.pdf](http://www.mmd.admin.state.mn.us/pdf/T-628(5)DeereNDDealers.pdf)

John Deere/South Dakota

[http://www.mmd.admin.state.mn.us/pdf/T-628\(5\)DeereSDDealers.pdf](http://www.mmd.admin.state.mn.us/pdf/T-628(5)DeereSDDealers.pdf)

John Deere/Wisconsin

[http://www.mmd.admin.state.mn.us/pdf/T-628\(5\)DeereWIdealers.pdf](http://www.mmd.admin.state.mn.us/pdf/T-628(5)DeereWIdealers.pdf)

Contract Release: T-628(5)

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
<b>LANO EQUIPMENT</b> 6140 Hwy 10 NW Anoka, MN 55303	<b>109845</b>	<b>NET 30</b>	<b>10-60 DAYS ARO</b>
<b>VENDOR NO.:</b> 0000193199	<b>CONTACT:</b> Scott Fahey		<b>PHONE:</b> 763.307.2811
<b>PRICE PER LOADED MILE:</b> \$2.50 Per Loaded Mile, Anoka, MN	<b>EMAIL:</b> <a href="mailto:scottf@lanoequip.com">scottf@lanoequip.com</a>		<b>FAX:</b> 763.422.3949

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<b>MAHINDRA</b> PO Box 82189 Tampa FL 33682	<b>109846</b>	<b>NET 30</b>	<b>7-90 DAYS ARO</b>
<b>VENDOR NO.:</b> 0000946456	<b>CONTACT:</b> Steve Ricke		<b>PHONE:</b> 813.977.7111
<b>PRICE PER LOADED MILE:</b> No Charge	<b>EMAIL:</b> <a href="mailto:steve.ricke@mahindrausa.com">steve.ricke@mahindrausa.com</a>		<b>FAX:</b> 813.977.7112

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<b>TRUEMAN WELTERS</b> 1600 HWY 55 E Buffalo, MN 5513	<b>109847</b>	<b>NET 30</b>	<b>30-180 DAYS ARO</b>
<b>VENDOR NO.:</b> 0000193702	<b>CONTACT:</b> Jon Ferris		<b>PHONE:</b> 763.286.3658
<b>PRICE PER LOADED MILE:</b> \$2.50 Per Loaded Mile, Buffalo, MN	<b>EMAIL:</b> <a href="mailto:jferris@welters.net">jferris@welters.net</a>		<b>FAX:</b> 763.682.6141

**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 Tractors, Utility, Compact Utility, Sub-Compact Utility, Row Crop, Bi-Directional and OEM 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.

**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 ORIENTATION.** The cost of the equipment includes equipment orientation 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 orientation before the purchase of equipment will be considered complete. No additional fees may be charged to the Customer.

**NEW EQUIPMENT FOR RENT PROGRAM.** If requested 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 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 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.

**PURCHASE OF USED RENTED EQUIPMENT.** Use rental equipment is defined as equipment rented by the Customer with registered engine hours 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 deduction for each registered engine hours prior to 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 engine hours 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.

**RENTAL RETURN OR DEMO EQUIPMENT SALE.** During the term of the Contract, if Contract Vendor owned rental returns or demo equipment become 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 offered from the current State Contract base price.

If extended warranty options are available for rental or demo equipment sales, the Contract Vendor should list the options and 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

Contract Release: T-628(5)

**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**

25101901 Tractors  
25174800 Miscellaneous Parts, Attachments  
78111808 Equipment Rentals

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

**JOHN DEERE CO. - CONTRACT # 109844**

**A2 Utility & Row Crop 5000-8000's**

5075M, 5085M, 5100M, 5115M

5045E, 5055E, 5065E, 5075E, 5085E, 5100E,

6110M, 6120M, 6130M, 6145M, 6155M, 6175M, 6195M

6110E, 6120E, 6135E

6110R, 6120R, 6130R, 6145R, 6155R, 6155RH, 6175R, 6195R, 6215R

7210R, 7230R, 7250R, 7270R, 7290R, 7310R, 8245R, 8270R, 8295R

8320R, 8345R, 8370R

**A9 Material Handling**

(Loaders, Mowers, Scrapers, Backhoes, Etc.)

**C20 Compact Utility**

1023E, 1025R, 2025R, 2032R, 3032E, 3038E, 3033R, 3039R, 3046R,

4105, 4044M, 4052M, 4066M, 4044R, 4052R, 4066R

**C25 Compact Utility Equipment**

(Backhoes, Blades, Loaders, Mowers, Blowers, Brooms, Tillers)

**Frontier Attachments**

Cutting/Mowing, Hay/Forage, Landscaping, Livestock,

Material Handling, Planting/Seeding, Snow, Tillage

**LANO EQUIPMENT - CONTRACT # 109845**

**Kubota**

**B Series**

2320DTWO, 2320DT, 2320HSD, 2620HSD, 2301HSD, 2601HSD, 2320DTN-1,  
2650HSDC, 2650HSD, 3350HSDC, 3350HSD, 3350SUHSD, Attachments/Options

**BX Series**

2370-1, 25D-1, 2670-1, Attachments/Options

**M Series**

4800, 5200, 5800, 5640, 5660, 7040, 5140, 6060, 6040, 7060, 7040,

8560, 8540, 9960, 96, 101, 111, 108, 100, 110, 131, 126, 135, Attachments/Options

**Hay Attachments**

Disc Mowers, Butterfly Mowers, Conditioners, Tedders, Rakes, Balers, & Wrappers

**VS Series Spreaders**

**AP Attachments**

Augers, Brooms, Grapples, Forks, Power Rakes, Rotary Cutters, Tillers, Snow Blades,

Snow Blowers, Snow Pushers, Stump Grinders, Tree Pullers, Skid Steer Hitch

**MAHINDRA - CONTRACT #109846**

**EXS22, EXS25, MX24, MX26XL, 1526, 1533, 1538, 2538, 2540, 2555,**

**2565, 3540, 3550, 4540, 4550, 4565, 5545, 5555, 5570,**

**mPOWER75, mPOWER85, mFORCE105, Attachments/Options**

**TRUEMAN WELTERS - CONTRACT #109847**

**Farmall 100A**

110A, 120A, 125A, 140A

**Farmall Series A**

50A, 60A, and 70A

**Farmall Series C**

65C, 75C, 90C, 100C, 110C, 120C

L620 and L630 Loaders

**Farmall Compact Series**

30C, 35C, 40C, 45C, 50C, 55C, Attachments

L340A, L350A, 360A, Loaders

**Farmall Series U**

110U & 120U

**Case IH Magnum Tractors**

250, 280, 310, 340, 380

**Case IH Maxxum Tractors**

115, 125, 135, 145, 150

**Case IH Magnum Mid-Range Tractors**

180, 200, 220, 240

**Case IH Puma Tractors**

150, 165, 185, 200, 220, 240