

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: T-652(5)

DATE: MARCH 9, 2015

PRODUCT/SERVICE: MUNICIPAL TRACTORS

CONTRACT PERIOD: MARCH 9, 2015, THROUGH MARCH 31, 2016

EXTENSION OPTIONS: UP TO 12 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 |
|--|---|---|---|
| ABM EQUIPMENT AND SUPPLY 333 2 nd Street NE Hopkins, MN 55343 VENDOR NO.: 0000281821-001 | 89309 CONTACT: Scott Reiersen EMAIL: scottr@abm-highway.com | NET 30 PHONE: FAX: | 5-150 DAYS ARO 952.938.5451 952.938.0159 |
| CUSHMAN MOTOR CO., INC. 2909 E Franklin Ave. Minneapolis, MN 55406 VENDOR NO.: 0000194527-001 | 89310 CONTACT: Tim Commers EMAIL: tim.commers@cushmanmotorco.com | NET 30 PHONE: FAX: | 30 DAYS ARO 612.333.3487 612.333.5903 |
| EQUIPMENT DISTRIBUTION 6330 Tall Pines Road NE Bemidji, MN 56601 VENDOR NO.: 0000280398-001 | 89311 CONTACT: Karl Swanson EMAIL: aebiguy@edmaebi.com | NET 30 PHONE: FAX: | 120 DAYS ARO 218.759.8932 218.759.8925 |

| CONTRACT VENDOR | CONTRACT NO. | TERMS | DELIVERY |
|--|--|---|-----------------------|
| LANO EQUIPMENT INC. 6140 Hwy 10 NW. Anoka, MN 55303 VENDOR NO.: 0000193199-002 | 89312 CONTACT: Scott Fahey EMAIL: scott_f@lanoequip.com | NET 30 PHONE: 763.307.2811 FAX: 763.422.3949 | 30-90 DAYS ARO |
| MACQUEEN EQUIPMENT, INC. 595 Aldine Street St. Paul, MN 55104 VENDOR NO.: 0000198821-001 | 89313 CONTACT: Dan Gage EMAIL: dgage@macqueeneq.com | NET 30 PHONE: 651.645.5726 FAX: 651.645.6668 | 60-90 DAYS ARO |
| MINNESOTA EQUIPMENT 13725 Main Street Rogers, MN 55374 VENDOR NO.: 0000197372-001 | 89315 CONTACT: Dan Scharber EMAIL: dan.scharber@scharbers.com | NET 30 PHONE: 763.428.4107 FAX: 763.428.2700 | 120 DAYS ARO |
| VENTURE PRODUCTS INC. 328 East Water Street, PO Box 148 Orrville, OH 44667 VENDOR NO.: 0000358393-001 | 89325 CONTACT: Michael Noel EMAIL: michael.noel@ventrac.com | NET 30 PHONE: 330.683.0075 FAX: 330.683.0000 | 30 DAYS ARO |

Venture Products Authorized Distributor List

| Dealer | Vendor ID | Loc | Address | City | State | Zip | Phone | Contact |
|------------------------|------------|-----|------------------------|--------------|-------|-------|--------------|--------------|
| Cushman Motor | 0000194527 | 001 | 2909 East Franklin Ave | St. Paul | MN | 55406 | 612-333-3487 | Tim Commers |
| Turfwerks | 0000252624 | 003 | 1710 Alexander Rd | Eagan | MN | 55121 | 800-592-9513 | Rob Sirfus |
| Valley Equipment Sales | 0000273933 | 001 | 103 20th Street NE | Stewartville | MN | 55976 | 507-292-1003 | Jeff Thorsen |

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 Municipal Utility Tractors and Attachments.

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. If indicated on the Price Schedule, the Contract Vendor may offer 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 30th) 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.

If indicated on the Price Schedule, the Contract Vendor shall provide rental rates (hourly, weekly or monthly) based on summer and winter seasons. The summer rental rate shall be in effect from May 1 through October 31, and the winter rental rate shall be in effect from November 1, through April 30. The Contract Vendor may not qualify the minimum or maximum number of hours the equipment may be used during the rental term (such as 40 hours per week or 160 hours per month). The Contract Vendor may establish a maximum number of hours a specified piece of equipment can be used before it needs to be replaced or swapped out with another piece of equipment to maintain warranty and industry terms. If such a maximum is set, the Contract Vendor will immediately replace the equipment with the exact same make and model. 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 prior to delivery to the Customer (refer to Purchase New Rented Equipment and Purchase Used Rented Equipment below). New rented equipment is defined as rented equipment with zero engine hours prior to the delivery to the Customer. Used rental or demo equipment is defined as rental or demo equipment with registered engine hours 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 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. 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.

PURCHASE OF USED RENTED EQUIPMENT. Used rental equipment is defined as equipment rented by the Customer with registered engine hours prior to delivery to the Customer. If indicated on the Price Schedule, the Contract Vendor 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 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, Contract Vendors 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

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 Tractor, Municipal Utility
21101707 Optional parts or accessories
78111808 Tractor Rental Equipment
25174800 Miscellaneous Items

**STATE OF MINNESOTA
EQUIPMENT SPECIFICATION**

SPECIFICATION: 725-1214

December 16, 2014

1.0 SCOPE

MUNICIPAL UTILITY TRACTOR

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 for immediate operation to function as listed below. The unit must meet all applicable codes and standards.

2.0 REQUIREMENTS

- 2.1 Tractor must be 4 wheel drive or track drive and be capable of employing multiple tools (snow blower, plow, mower, etc.) to accomplish a variety of jobs.
- 2.2 Steering shall be: articulated or 4 wheel steering (all 4 wheels can be turned), two wheel steering with independently applied brakes on the two non-steering wheels, or independent track drive.
- 2.3 Track drive units shall have a maximum width of 66" to allow for path or sidewalk type maintenance.
- 2.4 Unit shall have rollover protection and seat belt as an option if it is not included as part of the base unit for tractor(s) with 20 hp or larger.
- 2.5 Unit shall have replaceable oil filter.
- 2.6 Unit shall have replaceable dry type air filter.
- 2.7 Unit to be delivered with one (1) complete set of filters.
- 2.8 Unit shall be delivered with one set of maintenance, repair, parts and operating manuals.
- 2.9 Manufacturer's standard equipment color acceptable, paint must be lead free.
- 2.10 Utility tractor and attachments must meet all current Federal and Minnesota safety codes.

Detail pricing information is available on MnDOT web page:
<http://www.dot.state.mn.us/maintenance/equipment/contracts/contracts.html>

MUNICIPAL TRACTOR EQUIPMENT LIST

Make/Model

Vendor

MacLean MV4
Mac Lean MV2

ABM Equipment & Supply
Contract #89309
Price Per Loaded Mile: No Charge
Starting Point: N/A

Holder C250 (& Attachments)
Holder C270 (& Attachments)
Holder C480 (& Attachments)
Holder C992 (& Attachments)
Steiner 440 (& Attachments) Diesel – 25 HP
Steiner 440 (& Attachments) Gas – 32 HP
Steiner 440 (& Attachments) Gas – 34 HP
Steiner 440 (& Attachments) Diesel – 40 HP

Cushman Motor Co., Inc.
Contract #89310
Price Per Loaded Mile: \$2.50
Starting Point: Minneapolis, MN 55406

AEBI Terratrak TT206 (& Attachments)
AEBI Terratrak TT211 (& Attachments)
AEBI Terratrak TT240 (& Attachments)
AEBI Terratrak TT280 (& Attachments)

Equipment Distribution Management
Contract #89311
Price Per Loaded Mile: \$3.00
Starting Point: Fridley, MN 55432

M-8 MSV (& Attachments)

Lano Equipment, Inc.
Contract #89312
Price Per Loaded Mile: \$2.50
Starting Point: Anoka, MN 55303

Trackless MT6 (& Attachments)

MacQueen Equipment, Inc.
Contract #89313
Price Per Loaded Mile: \$5.50
Starting Point: St. Paul, MN 55104

Belox MIC 45 (& Attachments)
Belos MIC 84 (& Attachments)

Minnesota Equipment
Contract #89315
Price Per Loaded Mile: \$4.00
Starting Point: Rogers, MN 55374

Ventrac 3400L (& Attachments)
Ventrac 3400Y (& Attachments)
Ventrac 4500K (& Attachments)
Ventrac 4500P (& Attachments)
Ventrac 4500Z (& Attachments)
Ventrac 4500Y (& Attachments)

Venture Products, Inc.
Contract #89325
Price Per Loaded Mile: \$2.50
Starting Point: Varies, Refer to Price Pages.

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.