

Admin Minnesota

Office of State Procurement

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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: S-986(5)

DATE: FEBRUARY 01, 2023

PRODUCT/SERVICE: EQUIPMENT: SEWER AND PIPELINE INSPECTION

CONTRACT PERIOD: FEBRUARY 1, 2021, THROUGH JANUARY 31, 2024

EXTENSION OPTIONS: UP TO 24 MONTHS

ACQUISITION MANAGEMENT SPECIALIST/BUYER (AMS): PAUL THOMAS

PHONE: 651.201.2462 E-MAIL: paul.thomas@state.mn.us WEB SITE: www.mmd.admin.state.mn.us

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
BDG INC. DBA FLEXIBLE PIPE TOOL CO. 22606 186 th Avenue Cold Spring, MN 56320	187482	NET 30	90-120 Days ARO
	CONTACT: Shane Smetana, Owner EMAIL: admin@flexiblepipetoolco.com EMAIL: shane@flexiblepipetoolco.com	PHONE: 800.450.6969 FAX: 320.597.7882	
VENDOR NO.: 0000248058 PRICE PER LOADED MILE: No			

MACQUEEN EQUIPMENT, LLC 1125 7th Street E St Paul, MN 55106	194731	NET 30	30-120 Days
	CONTACT: Mike Purdy Vice President of Sales EMAIL: mike.purdy@macqueengroup.com	PHONE: 651.245.3313	

VENDOR NO.: 0000198821
PRICE PER LOADED MILE: Varies per equipment ordered. See Price Schedule for details.

TITAN MACHINERY INC. 644 E Beaton Drive West Fargo, ND 58078	187410	NET 30	1-180 Days depending on configuration
	CONTACT: Kevin Prodoehl EMAIL: kevin.prodoehl@titanmachinery.com	PHONE: 763-276-3885	

VENDOR NO.: 0000251892
PRICE PER LOADED MILE: \$4.50, from nearest Titan Machinery Location (see price schedule for locations). Minimum Delivery Charge \$250.00 (if applicable).

CUES, INC.
3600 Rio Vista Avenue
Orlando, FL 32805

187391
CONTRACT END DATE:
JANUARY 31, 2023

VENDOR NO.: 0000249958

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](#).

HOW TO USE THIS MASTER CONTRACT

Step 1: Request a Quote

Request a quote from one of the Contract Vendors listed on this Contract Release. **Note that you should not request a quote from a Contract Vendor whose contract is not fully executed or on a contract that is expired.**

At a minimum the quote must include:

1. Contract vendor's name.
2. Name of contract vendor's representative providing the quote.
3. Date of quote.
4. State Contract Release S-986(5) and Contract number.
5. Detailed description of the Contract product(s) or item(s) being provided. Individual price, quantity and the agreed upon ARO.
6. The name and title of the person from the Contractor issuing the quote.
7. Total price for all products/items quoted.
8. Expiration date of quote.
9. Delivery charges must clearly state the delivery charge per loaded mile and the delivery starting point.

Mileage distance will be the distance from the delivery starting point to the Customer's delivery point only. Mileage distances will be determined from <https://www.google.com/maps>. 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.

Step 2: The Ordering Entity is to verify the quote to confirm contract pricing and that the After Receipt of Order (ARO), offered meets the business need.

The following information explains the methods for calculating and/or confirming the contract prices.

- The Contract(s) was executed with FIXED PRICING. The pricing offered must match or be lower than that detailed herein.

Contract Release: S-986(5)

- The Contract(s) pricing structure includes PERCENTAGE DISCOUNT OFF OF LIST PRICE. To calculate the Contract Price, follow the three steps detailed below.
 1. Locate the appropriate price list below.
 2. Calculate the Contract Price by applying the Percentage Discount Off of the Appropriate List Price to the appropriate Price List.
 3. Confirm the price offered is equal to, or lower than, the price calculated in Item 2.
- The Contract(s) includes HOURLY RATES. Confirm that the correct rate has been utilized by the Contract Vendor and that the number of hours is properly calculated/subtotaled. Review the number of hours quoted against the scope of your project.

Only accept contract vendor quotes that provide itemized contract pricing (lump sum price quotes must be rejected and revised by the contract vendor to show itemized State contract pricing).

Prior to accepting an order and/or issuing an invoice, inspect the products received to ensure they match both the terms and pricing of the contract.

Contact the AMS/Buyer detailed on the first page of this Contract Release to report any pricing discrepancies or for assistance in confirming/calculating contract pricing.

Step 3: Establish a Purchase Order.

Once the ordering plan has been approved, a purchase order (PO) may be issue before any products is shipped by the Contract Vendor.

State agencies issuing purchase orders should use a Contract Release Order (CRO) or a Blanket Purchase Order (BPC).

Step 4: Paying the final Invoice

Before issuing payment on an invoice, the Ordering Entity must inspect the contract products to ensure they match both the terms and pricing on the contract. Only accept invoices from Contract Vendors that itemized contract products and delivery charges as stated in the Special Terms. Lump sum prices must be rejected and reworked by the Contract Vendor to show itemized State contract pricing. The invoice must include enough detail for the Ordering Entity to verify that the products were delivered on the invoice have been provided.

Note that the delivery method (Drop Ship or Inside Delivery) must be stated on the invoice.

END OF HOW TO USE THIS MASTER CONTRACT INSTRUCTIONS

REVISIONS.

- 01/31/23 Contracts: 187482,194731,187410 extended through January 31, 2024, with updated price schedules.
- 08/19/22 AMS/Buyer updated from Karen McIntyre to Paul Thomas.
- 02/01/22 All contracts are extended through January 31, 2023 with the addition of MMB Policy HR/LR Policy# 1446. All other terms, condition and specifications remain the same.
For Cues, Inc. Contract No. 187391, the pricing remains the same.
For Flexible Pipe Contract No. 187482, MacQueen Contract No. 194731, and Titan Machinery Contract No. 187410, the price schedules are updated effective February 1, 2021.
- 06/23/21 MacQueen Contract No. 194731 is added to the contract release. All other terms, conditions, specifications, and prices remain the same.
- 05/01/21 For Titan Contract No. 187410, the price schedules are updated to include addition options. All other terms, conditions and specifications remain the same.

SPECIFICATIONS, DUTIES, SCOPE OF WORK AND SPECIAL TERMS

SCOPE. The purpose of this Contract is to provide Sewer and Pipeline Inspection Equipment, which may be purchased by State Agencies and Cooperative Purchasing Venture (CPV) members on an as needed basis.

SECTION 1: SEWER/PIPELINE INSPECTION EQUIPMENT SPECIFICATIONS

Introduction

This specification contains five (5) different sections for items that would be used to conduct sewer and pipeline inspection to assess condition, detect flaws and/or obstructions. The five (5) sections for items are: 1.0 crawler inspection camera system; 2.0 jetter inspection camera; 3.0 push camera inspection system; 4.0 pole mount inspection system; and 5.0 inspection vehicle field office up-fit packages.

1.0 Crawler Inspection Camera System

- 1.1 Unit must be self-propelled and operate in pipes four inches (4") in diameter or larger.
- 1.2 Tractor, camera system, and connections must be waterproof and corrosion resistant.
- 1.3 Operating system cable must be Kevlar reinforced.
- 1.4 Unit must have a white Light Emitting Diode (LED) light system for illumination.
- 1.5 Each unit must be supplied with one (1) set of parts, service, and operations manuals as well as a complete wiring diagram.
- 1.6 Unit must be complete with everything needed to operate the unit included in base unit price.
- 1.7 Manufacturer's standard color is acceptable, but paint must be lead-free.
- 1.8 Contractor must ensure equipment meets all current Federal and Minnesota safety codes.
- 1.9 Responder must give adequate equipment orientation in mounting and removal; operation; safety; and maintenance of supplied equipment at the delivery site before the purchase will be considered complete.

2.0 Jetter Inspection Camera System

- 2.1 Unit must use jet hose for propulsion in six-inch (6") diameter pipe or larger.
- 2.2 System must have the ability to be retrofitted to an existing or new jetter truck.
- 2.3 Unit camera lens must be color and self-leveling.
- 2.4 Jetter camera system and connections must be waterproof and corrosion resistant.
- 2.5 Each unit must be supplied with one (1) set of parts, service, and operations manuals as well as a complete wiring diagram.
- 2.6 Unit must be complete with everything needed to operate the unit included in base unit price.
- 2.7 Manufacturer's standard color is acceptable, but paint must lead-free.
- 2.8 Contractor must ensure equipment meets all current Federal and Minnesota safety codes.
- 2.9 Contractor must give adequate equipment orientation in mounting and removal; operation; safety; and maintenance of supplied equipment at the delivery site before the purchase will be considered complete.

3.0 Push Camera Inspection System

- 3.1 Unit must be push type camera and operate in pipes from one-inch (1") diameter or larger.

- 3.2 Camera system and connections must be waterproof and corrosion resistant.
- 3.3 Unit must have a white Light Emitting Diode (LED) light system for illumination.
- 3.4 Camera must have a sapphire glass window and be self-leveling.
- 3.5 Each unit must be supplied with one (1) set of parts, service, and operations manuals as well as a complete wiring diagram.
- 3.6 Unit must be complete with everything needed to operate the unit included in base unit price.
- 3.7 Manufacturer's standard color is acceptable, but paint must lead-free.
- 3.8 Contractor must ensure equipment meets all current Federal and Minnesota safety codes.
- 3.9 Contractor must give adequate equipment orientation in mounting and removal; operation; safety; and maintenance of supplied equipment at the delivery site before the purchase will be considered complete.

4.0 Pole Mounted Camera Inspection System

- 4.1 Unit must be a pole mounted camera which can be lowered into a vertical pipe.
- 4.2 Unit must have a calibration system for accuracy.
- 4.3 Each unit must be supplied with one (1) set of parts, service, and operations manuals as well as a complete wiring diagram.
- 4.4 Unit must be complete with everything needed to operate the unit included in base unit price.
- 4.5 Manufacturer's standard color is acceptable, but paint must lead-free.
- 4.6 Contractor must ensure equipment meets all current Federal and Minnesota safety codes.
- 4.7 Contractor must give adequate equipment orientation in mounting and removal; operation; safety; and maintenance of supplied equipment at the delivery site before the purchase will be considered complete.

5.0 Inspection Vehicle Field Office Up-fit Packages

- 5.1 This unit is a mobile office to house sewer/pipeline inspection equipment that can be install in, but not limited to, a trailer, cargo van, or van body. Contractors offering trailer-type field office packages may offer the trailer as part of the package. This must be clearly indicated on the pricing page with the size and gross vehicle weight rating (GVWR) listed. Other vehicle types must be supplied by the ordering State Agency or CPV member.
- 5.2 Field office unit(s) must be designed to accommodate sewer/pipeline inspection systems, equipment, operator console and be fully self-contained.
- 5.3 Unit shall be equipped with a generator, not limited to, but no less than, two thousand (2,000) watt.
- 5.4 The unit must be equipped with interior and exterior lighting.
- 5.5 If applicable, installation of field office package and accessories must be listed as a separate item on the pricing page. Installation must include labor, shop supplies and needed hardware to accomplish complete installation.
- 5.6 Contractor must ensure equipment meets all current Federal and Minnesota safety codes.
- 5.7 Contractor must supply Manufactures Statement of Origin (MSO) at the time of trailer delivery.
- 5.8 Contractor must give adequate equipment orientation in mounting and removal; operation; safety; and maintenance of supplied equipment at the delivery site before the purchase will be considered complete.

SECTION 2: SPECIAL TERMS

1. Right to Add.

During the term of the contract, the State reserves the right to add additional equipment and accessories, upon mutual agreement between the State and the Contractor(s) through a duly executed amendment to the contract.

2. Buying "Off" Contract.

The State reserves the right to issue an additional RFB/Event, separate and aside from this RFB, if deemed in its best interest. 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.

3. Billing Requirements.

The Contractor must submit separate detailed invoices for each purchase order to the "bill-to" address as shown on the purchase order.

If requested, the Contractor 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.

4. Interest Rate on Unpaid Balance.

The Contractor may not charge interest on unpaid balances over and above what is allowed in State law. Contractors may not calculate additional interest into the price offered for the equipment to cover expenses on unpaid balances.

5. Equipment Literature.

Upon request by a State agency or CPV member, the Contractor shall provide equipment sales literature at no cost to the requestor. Equipment sales literature should include items such as, but not limited to, product information, product functionality, and operation instructions. A link to the manufacturer's website that includes technical data must be provided and should be included with the response to the Solicitation.

6. Equipment Orientation.

Unless the cost of orientation is itemized on the Price Schedule, the cost of the equipment includes orientation to familiarize the end user on how the vehicle will operate, the mounting and removal of accessories and options, and all operating and safety instruction. The Contractor must provide orientation where the ordering entity takes possession, unless otherwise requested by the ordering entity. Orientation for drop shipped goods may be accomplished via video or other means as approved by the ordering entity.

7. Miscellaneous Items.

State agencies may purchase incidental miscellaneous parts, accessories and labor that are not listed on the Price Schedule but are directly related to a specific item(s) included on the Contract. The total cost for these miscellaneous 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 Contractor.

8. Discontinued and Replacement Models.

All equipment offered must be available during the initial terms of the contract. If the manufacturer discontinues a model number during the initial term of the contract, the contractor must notify the AMS as soon as possible of the change.

No replacement models will be allowed unless confirmed in writing by the AMS through a fully executed amendment. The State is under no obligation to accept a replacement model.

9. 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 (see 15b below). 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.

9.1. Purchase New Rented Equipment. New rented equipment is defined as new equipment with zero engine hours, or miles 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 Contractor 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 Contractor 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.

9.2. Purchase of Used Rented Equipment. Used rental equipment is defined as equipment rented by the Customer with registered engine hours or miles prior to delivery to the Customer. If requested on the Price Schedule, the Contractor 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 Contractor should consider all associated costs involved if the rental equipment is purchased and no additional interest or finance charges will be allowed.

9.3. Purchase of Rented Equipment Calculation.

The final equipment purchase price will be based on two factors:

1. A price per hour or mile deducted for each registered engine hour or mile prior to the 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 hours or miles 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, Contractors 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.

10. Rental Return or Demo Equipment for Sale.

During the term of the Contract, if a Contract Vendor owned rental return 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 Contractor 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 or mile offered from the current State Contract base price.

Used equipment that has been purchased by a Contract Vendor customer, whether the purchase was made under the Contract or not and has been returned to the Contract Vendor is not part of this Solicitation and may not be offered. Customers must acquire used equipment according to their local purchasing requirements.

SWIFT PRODUCT

UNSPSC CODE

Equipment: Sewer/Pipeline Inspection
Rental of Inspection Equipment

47100000
78111808

Detailed Pricing information is available on the MnDOT web page:

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

Equipment Offered by Company and Specification

	FLEXIBLE PIPE TOOL CO	MACQUEEN EQUIPMENT LLC	TITAN MACHINERY
Specification 1.0 - Crawler Inspection Camera System	✓	✓	✓
Specification 2.0 - Jetter Inspection Camera System		✓	
Specification 3.0 - Push Camera Inspection System		✓	✓
Specification 4.0 - Pole Mounted Camera Inspection System		✓	✓
Specification 5.0 - Inspection Vehicle Field Office Up-fit Packages	✓	✓	✓