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CONTRACT RELEASE: W-196(5)

DATE: JANUARY 04, 2024

PRODUCT/SERVICE: WATER JETTERS: HIGH PRESSURE VACUUM AND HYDRO EXCAVATION UNITS

CONTRACT PERIOD: APRIL 15, 2021-VARIES (SEE EACH CONTRACT BELOW FOR CURRENT END DATE)

EXTENSION OPTIONS: UP TO 28 MONTHS

ACQUISITION MANAGEMENT SPECIALIST (AMS): PAUL THOMAS

PHONE: 651.201.2427

E-MAIL: paul.thomas@state.mn.us

WEB SITE: www.mn.gov/admin/osp/

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

FLEXIBLE PIPE TOOL & EQUIPMENT
22606 186th Ave.
Cold Spring, MN 55630

191958
Contract Expiration Date: September 30, 2024

NET 30

90-180 DAYS ARO

CONTACT: Shane Smetana
EMAIL: shane@flexiblepipetoolco.com

PHONE: 320.597.7552
VENDOR NO.: 0000248058-002

Flexible Pipe Tools & Equipment is certified as a Targeted Group (TG) Small Business with the State of Minnesota. Additional Information may be found [here](#).

R.J. SAYERS DISTRIBUTING, LLC
21020 Cambodia Avenue
Farmington, MN 55024

191956
Contract Expiration Date: September 30, 2024

NET 30

42 DAYS ARO

CONTACT: Rick Sayers
EMAIL: rjsayers@frontiernet.net

PHONE: 651.460.6101
VENDOR NO.: 0000370479-001

R.J. Sayers Distributing, LLC is certified as a Veteran-Owned (VO) Small Business with the State of Minnesota. Additional Information may be found [here](#).

ABM EQUIPMENT, LLC
333 2ND Street Northeast
Hopkins, MN 55343

193382
Contract Expiration Date: September 30, 2023

NET 30

5-150 DAYS ARO

CONTACT: Scott Reiersen
EMAIL: scottr@abmequip.com

PHONE: 952.938.5451
VENDOR NO.: 0001087143

MACQUEEN EQUIPMENT, LLC
1125 7th St E
St. Paul, MN 55106

191951
Contract Expiration Date: September 30, 2024

NET 30

180 DAYS ARO

CONTACT: Tyler Gage
EMAIL: tyler.gage@macqueengroup.com

PHONE: 262-252-4744
VENDOR NO.: 0000198821-001

TRENCHERS PLUS, INC.
2309 W Hwy 13
Burnsville, MN 55337

191952
Contract Expiration Date: September 30, 2024

NET 30

60-90 DAYS ARO

CONTACT: John Rabideaux
EMAIL: john@trenchersplus.com

PHONE: 952.890.6000
VENDOR NO.: 0000209158-001

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. State agencies should make every effort to use the Contract Vendor(s) listed. However, this Contract does not prohibit State agencies from using their delegated local purchasing authority to procure similar products and services from other vendors.

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 W-196(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. Detailed description of the products that will be order and the title of the person accepted the order. Price per product ordered and state the agreed upon ARO per order.
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. **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 <https://www.google.com/maps> or <https://www.mapquest.com>. 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 contracts under this release contain FIXED and PERCENTAGE DISCOUNT OFF OF LIST pricing. **Detailed Pricing information is available on the MnDOT Contract Specifications Index web page www.dot.state.mn.us/maintenance/equipment/contracts/contracts.html.**

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

- For FIXED pricing, the pricing offered must match or be lower than that detailed on this release on the MnDOT web page.
- For PERCENTAGE DISCOUNT OFF OF LIST pricing, calculate the contract price by following these steps:
 - 1) Locate the appropriate price list using this release and the MnDOT web page.
 - 2) Calculate the Contract Price by applying the Percentage Discount Off of the Appropriate Price List to the appropriate Price List.
 - 3) Confirm the price offered is equal to, or lower than, the price calculated in step 2.

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.

The Contract(s) pricing structure is a PERCENTAGE DISCOUNT OFF OF LIST PRICE. To calculate the Contract Price, follow the processes provided in Step 2 above.

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

TERMS, CONDITIONS, AND SCOPE OF WORK

1. **SCOPE.** The purpose of the contract is to provide a source for High Pressure Water Jetters and Sewer Vac/Hydro Excavation Units, which may be purchased by State Agencies and Cooperative Purchasing Venture (CPV) member on an as needed basis.
2. **PRICES.** Pricing information is available on the MnDOT web page <http://www.dot.state.mn.us/maintenance/fleet.html> Select the 'Visit current list of Equipment contracts' link. Fixed prices are firm for the initial term of the Contract.
NOTE: At no time should the ordering entity pay more than the Contract price. Agencies must contact the AMS immediately and fill out a Vendor Performance Report if there is a discrepancy between the price on the invoice and the Contract price.
3. **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.
4. **SHIPPING REQUIREMENTS.** All deliveries are FOB Destination. The Contract Vendor has stated the delivery charge per loaded mile and the delivery starting point. Mileage distance will be the distance from the delivery starting point to the purchaser'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.
5. **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.
6. **INSTALLATION SERVICES.** Unless otherwise called for on the Price Schedule, vendors MAY NOT add costs for installation services. Prices offered for attachments must include everything needed so unit is complete and ready to use by the operator from the cab and must include all installation/mounting costs. All options must include installation.
7. **EQUIPMENT ORIENTATION.** The cost of the equipment includes equipment orientation to the Customer. Orientation 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 orientation or training fees may be charged to the Customer.
8. **EQUIPMENT LITERATURE.** Upon request by a State agency or CPV member, the Contract Vendor shall provide equipment literature at no cost.
9. **EQUIPMENT WARRANTY.** Equipment offered includes the manufacturer's standard warranty. The Contract Vendor shall be responsible for the cost of any inspections, adjustments, parts, labor, travel, pickup and/or delivery charges that are a result of equipment failure(s) prior to or during the warranty period. This shall be performed immediately without any delay. This warranty shall commence when the unit is put into service.

The Contract Vendor shall be the single contact through which Customers will arrange warranty work that is still covered under the original manufacturer's warranty on the equipment that is purchased. The Customer reserves the right to require the work to be subcontracted if it facilitates and expedites the completion of the repair. All costs will be borne by the Contract Vendor on warranty repairs. All warranty work must be done within the state of Minnesota unless mutually agreed by the Customer and the Contract Vendor.

10. NEW EQUIPMENT FOR RENT PROGRAM. The Contract Vendor 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 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.

The Contract Vendor will pay all costs associated with replacing or swapping out the equipment.

11. 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.

12. 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 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.

13. RENTAL RETURN OR DEMO EQUIPMENT FOR SALE. During the term of the Contract, if a Contract Vendor owned rental return or demo equipment becomes 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 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.

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 Contract Vendor should have considered 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.

14. EQUIPMENT SPECIFICATIONS. All equipment contracted will meet the specifications as defined. 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 or brought up to specification 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 Contract Vendor, otherwise the offer will be considered in strict compliance.

UNSPSC CODE

40151500	Industrial Pumps
40151700	Pump Parts and Accessories
78111808	Equipment Rental

REVISIONS.

01/05/2024	Flexible Pipe Tools & Equipment, Contract 191958 extended through 09/30/2024 with updated pricing.
11/01/2023	MacQueen Equipment, Contract 191951 extended through 09/30/2024 with updated pricing.
08/30/2023	Trenchers Plus, Inc., Contract 191952 extended through 09/30/2024 at same pricing, terms, & conditions.
08/21/2023	R.J. Sayers Distributing, LLC, Contract 191956 extended through 09/30/2024 at same pricing, terms, & conditions. Acquisition Management Specialist/Buyer changed from Jack Moore to Paul Thomas.
03/30/2023	ABM Equipment and Flexible Pipe Tools & Equipment extended through 09/30/2023 with updated pricing.
01/11/2022	Trenchers Plus contract extended through 09/30/2023.
10/04/2022	RJ Sayers and Macqueen extended through 09/30/2023.
07/22/2022	GapVax Price Schedule updated via amendment No. 1.
06/06/2022	Flexible Pipe Tools & Equipment Price Schedule updated via amendment number 1.
07/21/2021	Contract updated to reflect business reassignment from ABM Equipment and Supply, LLC, Contract No. 191957 to ABM Equipment LLC, Contract No. 193382.
06/17/2021	Contract No.191955 with GapVax, Inc. executed.

WATER JETTERS: HIGH PRESSURE VACUUM AND HYDRO EXCAVATION UNITS

W-196(5) EQUIPMENT LIST

Detail pricing information is available on the MnDOT web page.
Go to: [Equipment Contracts - MnDOT \(state.mn.us\)](http://state.mn.us)

R.J. Sayers Distributing, LLC
Contract No. 191956

Sayers HydroSnake TM207041

MacQueen Equipment, LLC
Contract No. 191951

Vactor T-SK Series RamJet
Vactor RamJet
Vactor 2100i
Vactor iMPACT
Vactor 2100i Collection Basin
TruVac HXX
TruVac FLXX
TruVac HXX Paradigm
TruVac APXX
TruVac TRXX
Hurco SD400 Receiver Exerciser Skid/Trailer

Trenchers Plus, Inc.
Contract No. 191952

Ring-O-Matic 275 Hydro Excavators Trailer/Skid
Ring-O-Matic 350VX Excavators Trailer/Skid
Ring-O-Matic 550VX Excavators Trailer/Skid
Ring-O-Matic 850VX Excavators Trailer/Skid
Ring-O-Matic 1000VX Excavators Trailer/Skid
Ring-O-Matic 1300VX Excavators Trailer/Skid
Ring-O-Matic 1600VX Excavators Trailer/Skid
Ring-O-Matic 2000VX Excavators Trailer/Skid
Ring-O-Matic 2600VX Excavators Trailer/Skid
Ring-O-Matic 3000VX Excavators Trailer/Skid
Ring-O-Matic FT150VX Excavators Trailer/Skid
Ring-O-Matic VL150VX Excavators Skid
Ring-O-Matic VL275VX Excavators Skid
Ring-O-Matic VL350VX Excavators Skid
Ring-O-Matic VL550VX Excavators Skid
Ring-O-Matic VL850VX Excavators Skid
Ring-O-Matic VL1300VX Excavators Skid

Trenchers Plus, Inc (Continued)

Ring-O-Matic 750 Vac Trailer
Ring-O-Matic 850 Deep Vac Trailer
Ring-O-Matic 850 Deep Vac Skid Mount
Ring-O-Matic 850 Super Deep Trailer
Ring-O-Matic 850 Super Deep Vac Trailer
Ring-O-Matic 850 Super Vac Trailer (Gasoline)
Ring-O-Matic 850 Super Vac Trailer - Diesel
Ring-O-Matic 850 HiCFM Super Vac Trailer (Gasoline)
Ring-O-Matic 850 HiCFM Super Vac Trailer - Diesel
Ring-O-Matic 850 HiCFM Super Vac Skid Mount - Diesel
Enviro Vac 345 Trailer
Enviro Vac 520 Trailer
Ring-O-Matic 750 VAC with 160 CFM Power-Flow Vacuum Pump
Ring-O-Matic 850 Deep-VAC with 230 CFM Deep Draw Vacuum Pump
Ring-O-Matic 1300 Deep-VAC with 230 CFM Deep Draw Vacuum Pump
Ring-O-Matic 500T Pit Cleaners
Ring-O-Matic 1000T Pit Cleaners

Flexible Pipe Tools & Equipment Contract No. 191958

Sewer Equipment 747-FR2000 ECO Jetter Trailer/Skid
Sewer Equipment 747-FR2000 TV ECO Jetter Trailer/Skid
Sewer Equipment JAJ-600SK Jetter Trailer/Skid
Sewer Equipment 800-H Jetter Truck Mounted
Sewer Equipment 800-HPR-ECO Jetter Truck Mounted
Sewer Equipment 800-HPRTV- ECO Jetter Truck Mounted
Sewer Equipment 900 ECO 12 Yard Collection/Jetter Truck
Sewer Equipment Genesis 13 Yard Collection/Jetter Truck
Sewer Equipment Ramvac 2000 Vacuum/Hydro Excavation Trailer/Skid
Sewer Equipment Ramvac HX-3 Hydro Trailer/Skid
Sewer Equipment Ramvac HX-6 Hydro Truck Mounted
Sewer Equipment Ramvac HX-9 Hydro Truck Mounted
Sewer Equipment Ramvac HX-12 Hydro Truck Mounted
Obrien 3518-SC Jetter Trailer
Obrien 7040-SC Jetter Trailer
Obrien SJ-1500 Jetter Truck
Aquatech B6 Collection/Jetter Truck
Aquatech B10 Collection/Jetter Truck
Aquatech B15 Collection /Jetter Truck
Aquatech F10 Collection/Jetter Truck
Aquatech F15 Collection/Jetter Truck
Pacific-tek PV250 Hydro Excavation Trailer/Skid
Pacific-tek PV350 Hydro Excavation Skid Mounted
Pacific-tek PV500 Hydro Excavation Trailer
Pacific-tek PV800 Hydro Excavation Trailer
Pacific-tek PV1000 Exercisers
Versa Vac 500 PD Vac Hydro Skid