

RESOLUTION NO. 21- 22

A RESOLUTION AUTHORIZING THE PURCHASE OF 2021 JOHN DEERE 772G BASED UPON THE PRICE ESTABLISHED THROUGH STATE OF MINNESOTA BID PROCESS.

WHEREAS, the Brookings County Highway Department will need new 2021 MOTOR GRADER; and

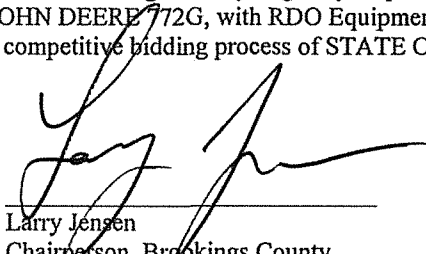
WHEREAS, STATE OF MINNESOTA has recently gone through a competitive bidding process for 2021 JOHN DEERE 772G, such bidding process culminating in the bids being opened on August 2020.

WHEREAS, RDO Equipment Co, was the lowest responsible bidder under such STATE OF MINNESOTA, bid process and, RDO Equipment Co is willing to sell to Brookings County under the same terms and options as available to STATE OF MINNESOTA, a copy of such bid specifications and bid having been filed at the Brookings County Finance Office; and

WHEREAS, pursuant to SDCL 5-18A-22, Brookings County is authorized to purchase supplies or services from any active contract that has been awarded by any governmental entity by competitive sealed bids or competitive sealed proposals or from any contract that was competitively solicited and awarded within the previous twelve months;

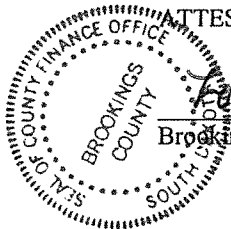
NOW THEREFORE BE IT RESOLVED that the Brookings County Highway Department is hereby authorized and directed to contract for 2021 JOHN DEERE 772G, with RDO Equipment Co based upon the bid price, or less, as established through the competitive bidding process of STATE OF MINNESOTA.

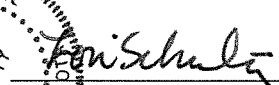
Adopted this 18th day of May, 2021.



Larry Jensen
Chairperson, Brookings County
Board of County Commissioners

ATTEST





Brookings County Finance Officer



Investment Proposal (Quote)

RDO Equipment Co.
 2801 North Louise
 Sloux Falls SD, 57107
 Phone: (605) 336-2730 - Fax: (605) 336-8241

Proposal for:
 BROOKINGS COUNTY HWY.
 422 WESTERN AVE
 BROOKINGS, SD, 570061815
 BROOKINGS

Investment Proposal Date: 2/1/2021
 Pricing Valld Until: 3/3/2021
 Deal Number: 1407291
 Customer Account#: 2841020
 Sales Professional: Chad Kesteloot
 Phone: (605) 336-2730
 Fax: (605) 336-8241
 Email: CKesteloot@rdoequipment.com

Comments

The bid is based off the MN State contract.
 With the purchase of the Deere grader RDO equipment co. will guarantee a surplus bid on the 140M2 with wing and hitch.
 Surplus bid with sealed bids \$116,000.00.
 Surplus bid with on line bids \$103,240.00.

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2021 JOHN DEERE 772G	\$314,000.00
			Freight Out	\$600.00
			Other WARRANTY MILAGE COVERAGE	\$0.00
			Other TURBO TWO PRECLEANER	\$0.00
			Warranty -John Deere Comprehensive-84 Months, 7500 Hours,Deductible: 0	\$23,549.00
			Equipment Subtotal:	\$338,149.00

Purchase Order Totals

Balance: \$338,149.00
 SD STATE TAX: \$0.00
 SD CITY TAX: \$0.00
 Sales Tax Total: \$0.00
 Sub Total: \$338,149.00
 Cash with Order: \$0.00
 Balance Due: \$338,149.00

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2021 JOHN DEERE 772G	8470T 772G MOTOR GRADER 1020 ELECTRO HYDRAULIC CONTROLS 1140 9.0L ENG,EPA FINAL TIER IV 1240 ALTERNATOR 200 AMP 1320 NO QUICK SERVICE 1410 STANDARD FUEL LINES 1610 HYDRAULIC PUMP DISCONNECT 170C JDLINK ULT 5 YEAR SERVICE 1840 CHROME EXHAUST STACK IT4 ENG 1910 BLADE IMPACT ABSORPTION SYST 2070 14'X27"X1" MB (8" CEX5/8") 2575 NOT TOPCON READY 2605 ENGLISH LABELS & DECALS 2775 NO TOPCON RADIO INSTALLATION 2850 PREMIUM CIRCLE 4920 17.5R25 G2/L2 1*SNOW NBP 3PC 5060 EH LOW CAB W/ WINDOWS 5510 AUTOSHIFT TRANSMISSION 5710 TRANS VALVE SOLENOID GUARD 5835 COLDWEATHER PKG W/ HYDRAU XR 6030 NO CAB PRECLEANER 6140 PREM POST/CONT FAB EH CNTRLS 6595 EH FRT W 3AUX/MID W 3AUX 6650 EH PLACE HOLDER 6750 NO FRONT MOUNTED ATTACHMENTS 7180 DLX LIGHTING PKG W/LED +8XTR 7810 STANDARD FT FENDERS 8120 CONVERTER, 25 AMP 24V TO 12V 8220 MIRRORS, EXTERNAL HEATED 8310 LOWER FRONT INT WIPER/WASHER 8415 RADIO AM/FM/WB BLUETOOTH 8510 A/C - CHARGE 8730 NO SOUND ABSORPTION PKG 8830 REAR CAMERA (R4) 9005 REAR FENDERS NARROW 9210 PEDAL DECELERATOR 9215 SG AUTOMATION SUITE 9220 FIRE EXTINGUISHER 9270 SNOWPLOW LIGHTS 9280 SMV SIGN WITH BRACKET 9298 BEACON STROBE RIGHT 9299 BEACON STROBE LEFT 9360 HEATER ENG COOLANT, 120V 9370 ETHER AID - LESS CANISTER 9395 AJUSTING ROTARY EJECTOR PRCL 9450 REV OVERLAY END BITS 9460 MOLDBOARD EXTENSION, 2FT LH 9720 G2/L2 1* SNOW NBP 3PC RIM 6810 Rear Mounted Ripper/Scarifier Combination with Rear Hitch and Pin

**STATE OF MINNESOTA
EQUIPMENT SPECIFICATION**

SPECIFICATION: 620-820

August 2020

1.0 SCOPE

MOTOR GRADER

This unit shall be the most current advertised production model as modified per specifications and approved by Mn/DOT. Unit to be 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 and ready for immediate operation to function as listed below. Unit must meet all applicable codes and standards.

2.0 MOTOR GRADER BASE MODEL REQUIREMENTS

- 2.1 Motor grader shall have backup alarm.
- 2.2 Motor grader shall have an operator warning system.
- 2.3 Motor grader shall have inside cab gauges or electronic monitoring which include fuel, articulation, engine coolant temp, hour meter, speedometer tachometer, oil pressure and voltmeter/alternator.
- 2.4 Unit shall have inside cab wide angle rearview mirror and outside mounted mirrors.
- 2.5 Cab shall have R.O.P.S.
- 2.6 Unit shall have seat belt.
- 2.7 Unit shall have hand and foot throttle.
- 2.8 Unit shall have front windshield washer and wiper system.
- 2.9 Unit shall have hydraulic blade side shift and tip.
- 2.10 Unit shall have parking brake.
- 2.11 Unit shall have vandal proof caps and engine compartment.
- 2.12 Unit shall have moldboard with replaceable edges.
- 2.13 Unit shall have work lights.
- 2.14 Unit shall have cab/bar mounted lights.
- 2.15 Unit shall have cab heater with front and rear window defroster.
- 2.16 Engine shall be liquid cooled diesel.
- 2.17 Unit shall have engine coolant heater with weatherproof plug.
- 2.18 Unit shall have cold starting aid system.
- 2.19 When offering attachments such as (but not limited to) V-plows, scarifier, wing plows, etc., price must include everything needed so unit is complete, installed and ready to use by the operator from the cab.
- 2.20 Motor grader shall be delivered with 1 complete additional set of OEM air and fluid filters.
- 2.21 Manufacturer's standard color acceptable, lead free paint.
- 2.22 The Contract Vendor to ensure equipment meets all current Federal and Minnesota safety codes.
- 2.23 Each motor grader shall be supplied with one set of parts, service, repair and operations manuals.

8B. 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 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 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, 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.

9. RENTAL RETURN OR DEMO EQUIPMENT FOR SALE. During the term of the Contract, if a Contract Vendor owned rental return or demo equipment and it becomes available for purchase and the equipment is currently on contract, the equipment may be purchased by the Customer.

10. EQUIPMENT TRADE-IN. If requested by the Customer, the Contract Vendor will allow equipment to be used as trade-in against new contract equipment purchases. Trade-ins will be allowed on a case by case basis, and the Customer has the right to refuse any offer made by the Contract Vendor. All equipment will be traded "as is, where is," with no guarantee expressed or implied.

All State agencies must obtain approval from the Department of Administration Surplus Services prior to any contract vendor trade-in transaction. The liquidation of any State equipment must follow State policies and procedures for liquidation of State property.

CPV members are solely responsible for compliance with their local government's requirements for liquidation of surplus goods.

The Trade-in equipment transfer, and title will occur when the new equipment is delivered and accepted unless otherwise agreed to by the Contract Vendor and the Customer. The Customer assumes all costs associated with the transfer of the trade-in equipment unless otherwise agreed to by the Contract Vendor and the Customer. The title of State equipment trade-ins shall be provided to the Contract Vendor in accordance with Minn. Stat. § 168A.11.

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 contracted 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 & Conditions. 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 can be either FIXED PRICING or 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

SPECIAL TERMS AND CONDITIONS

- 1. SCOPE.** The purpose of the Contract is to provide a source for motor grader equipment, rental and miscellaneous parts to State agencies and CPV members.
- 2. PRICES.** Prices are firm through the initial period of the contract. After that period, prices may increase once a year. Price increases are not effective until they are approved by the AMS. **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. DELIVERY CHARGES.** Delivery charges are per loaded mile and a defined delivery starting point (city/state/zip. If the Price Page contains a blank Price per Loaded Mile, delivery will be at no charge.

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 similar device at the State's approval. The ordering agency may use the Contract Vendor delivery, may pick up the equipment, or may contract for delivery with anyone it chooses.

- 4. 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. State Holidays include: New Year's Day (January 1), Martin Luther King Jr. Day (3rd Monday in January), Washington's and Lincoln's Birthday (3rd Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (1st Monday in September), Columbus Day (2nd Monday in October), Veterans Day (November 11), Thanksgiving Day (Fourth Thursday in November), Christmas Day (December 25). 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.
- 5. 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

DEALER NAME	SWIFT ID	LOC CODE	ADDRESS	CITY	STATE	ZIP	PHONE	CONTACT NAME
RDO Equipment Co	0000199158	008	6565 Gateway Drive	Grand Forks	MN	58203	612.202.6906	Jesse Miller
McCoy C&F Dubuque	0001006853	001	2099 Southpark CT	Dubuque	IA	52003	612.202.6906	Jesse Miller
McCoy C&F Bemidji	0001006853	002	259 Convenience Lane	Bemidji	MN	56601	612.202.6906	Jesse Miller
McCoy C&F Duluth	0001006853	003	3401 Arrowhead Road	Duluth	MN	55811	612.202.6906	Jesse Miller
McCoy C&F Grand Rapids	0001006853	004	34316 Highway 2	Grand Rapids	MN	55744	612.202.6906	Jesse Miller

CONTRACT VENDOR

TITAN MACHINERY SHAKOPEE
6340 Highway 101
Shakopee, MN 55379

CONTRACT NO.

184702

TERMS

NET 30

DELIVERY

1-300 DAYS

CONTACT: Andy Bethel
EMAIL: andy.bethel@titanmachinery.com

PHONE: 952.445.5400
FAX: 952.445.0365

VENDOR NO.: 0000251892-018

COMPANY NAME	SWIFT ID	LOC CODE	COMPANY ADDRESS	CITY/STATE/ZIP	PHONE	CONTACT NAME
Titan Machinery, Inc.	251892	18	6340 County Road 101 E	Shakopee, MN 55379	952-445-5400	Ben Pias
Titan Machinery, Inc.	251892	6	4001 38 th Street SW	Fargo, ND 54108	701-237-3333	Lee Menge
Titan Machinery, Inc.	251892	10	500 Ingersoll Ave	Crookston, MN 56716	218-281-4668	Mike Merten
Titan Machinery, Inc.	251892	19	4311 Haines Road	Hermantown, MN 55811	218-727-3038	Ben Pias
Titan Machinery, Inc.	251892	17	14375 James Road	Rogers, MN 55374	763-428-5099	Ben Pias
Titan Machinery, Inc.	251892	2	1201 North Hwy 59	Marshall, MN 56258	507-532-5783	Lucas Hilgemann
Titan Machinery, Inc.	251892	5	4201 N Cliff Ave	Sioux Falls, SD 57104	605-336-3434	Matt Leighton
Titan Machinery, Inc.	251892	20	N 1626 Wuensch Road	La Cross, WI 54601	608-788-1025	Don Benz

ZIEGLER, INC.
901 W. 94th Street
Minneapolis, MN 55420

184703

NET 30

35 DAYS

CONTACT: Chris Rice
EMAIL: chris.rice@zieglercat.com

PHONE: 952.888.4121
FAX: 952.887.5820

VENDOR NO.: 0000208585-001

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.

MOTOR GRADER EQUIPMENT PRICING

1. **Price Lists:** Contact the Contract Vendor to confirm the equipment brand and model to satisfy your operational requirements. The Contract Vendor shall confirm the equipment brand and model and features to the customer. The contract was executed with a fixed price. The pricing offered must match the prices in the price book found on the Minnesota Department of Transportation Maintenance Contracts link below.
2. **Verifying Contract Prices:** Customers must calculate and confirm all contract prices when placing any order. Follow these steps:
 1. Confirm your equipment selection, delivery date, delivery method and location with the Contract Vendor.
 2. Locate the required equipment in the table below and then refer to the contract price book link below.
 3. Confirm the correct prices from the Contract Vendor to the State using the price book.
 4. Contact the Contract Vendor if you identify any discrepancies.

Price Book Page Link:

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

CONTRACT EQUIPMENT LIST

Lano Equipment, Inc. – Contract 184700

Brand and Model
Case 836C 4WD

RDO Equipment – Contract 184701

Brand and Model
John Deere 620G
John Deere 622G
John Deere 670G
John Deere 672G
John Deere 770G
John Deere 772G
John Deere 870G
John Deere 872G

Little Falls Attachments
Handy Hitch Attachments

Titan Equipment Shakopee – Contract 184702

Brand and Model
Case 836C 4WD
Case 836C AWD
Case 856C 4WD
Case 856C AWD

Ziegler, Inc. – Contract 184703

Brand and Model
Caterpillar 140JOY
Caterpillar 140LVR
Caterpillar 140M3
Caterpillar 150JOY
Caterpillar 160JOY
Nor Am 65E

Event Details

PUBLIC EVENT DETAILS

Event ID	Format	Type	Page
G0210-2000011133	Sell	RFx	1
Event Round	Version		
1	1		
Event Name			
Motorgraders and Related Accessories			
Start Time	Finish Time		
09/01/2020 15:57:00	09/16/2020 15:00:00		

Submit To: Admin/State Procurement
Contact: Combs,Jeffrey
Phone: 651/201-2447
Email: jeffrey.combs@state.mn.us

Event Currency: US Dollar
Bids allowed in other currency: No

In order to participate in this event YOU MUST BE REGISTERED as a bidder.

Event Description

PURPOSE. THIS IS A FORMAL REQUEST FOR PROPOSAL (RFP) EVENT, non-electronic and E-mail responses WILL NOT BE ACCEPTED.

The purpose of the Request for Proposal Solicitation is to contract with a vendor(s) to provide Motor Graders and Related Accessories, M-439(5), which may be purchased by State Agencies and Cooperative Purchasing Venture (CPV) members on an as needed basis.

The Contract term will begin on November 1, 2020, or on the date of Contract execution, whichever is later, to October 31, 2021, with extension options up to 48 months.

Download all Solicitation documents for detailed information. If you need assistance with the download or assistance with submitting a response, call the Supplier Portal Assistance line at 651-201-8100, option 1.

Questions must be submitted to Jeffrey.Combs@State.MN.US not later than September 11, 2020.

General Questions

Question	Response
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Upload all required or requested attachments here.

A file attachment is required to satisfy this question.

Response Comments

If you fail to upload attachments requested in the solicitation, your response may be disqualified. Have you uploaded the required or requested attachments?
 (Yes / No)

Yes

Response Comments

Event Details (cont.)

Event ID	Format	Type	Page
G0210-2000011133	Sell	RFx	3
Event Round	Version		
1	1		
Event Name			
Motorgraders and Related Accessories			
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09/01/2020 15:57:00	09/16/2020 15:00:00		

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Contact: Combs, Jeffrey
Phone: 651/201-2447
Email: jeffrey.combs@state.mn.us

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Response Comments

Event Details (cont.)

Event ID	Format	Type	Page
G0210-2000011133	Sell	RFX	5
Event Round	Version		
1	1		
Event Name			
Motorgraders and Related Accessories			
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Appendix A - Line Specifications

Line: 1 Item ID: Line Qty: 1 UOM: EACH
 Description: Motorgrader

Item Specifications			
Manufacturer:			
Mfg Item ID:			
Item Length:	0	Item Height:	0
Item Width:	0	Dimension UOM:	
Item Volume:	0	Volume UOM:	
Item Weight:	0	Weight UOM:	
Item Size:		Item Color:	

Shipping Information			
Schedule:	1	Ship To:	
Quantity:	1		
Due Date:	09/10/2020		
Freight Terms:			
Ship Via:			