

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. <u>175 - 21 - 22</u>. By Alderpersons Mitchell and Filicky-Peneski. April 11, 2022.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order for the purchase of a Multihog CV350 Sweeper for the Sheboygan Parking Utility from Hardline Equipment Inc.

WHEREAS, the Sheboygan Parking Utility is responsible for a number of public parking lots throughout the City of Sheboygan and regularly uses a small-scale street sweeping machine to maintain the lots in a clean, safe condition free of trash and debris; and

WHEREAS, the Sheboygan Parking Utility currently owns and operates an older sweeping machine which has exceeded its expected useful life and is no longer reliable for regular daily use. In addition, the manufacturer of this machine ceased operations several years ago making the machine obsolete and the availability of repair parts and service almost non-existent. The Equipment is covered under a State of Minnesota purchasing contract which allows the City to waive competitive bidding; and

WHEREAS, although the current manufacturing issues plaguing the United States and abroad have resulted in average lead times for new sweepers of 12 months or longer, City Staff was able to find a machine meeting all of the specifications that is currently being used as a demonstrator and is available almost immediately. The Dealer will sell the machine as new including a full factory warranty and will replace the bristle brushes with new ones prior to delivery. This will allow the use of the new machine for the 2022 sweeping season; and

WHEREAS, the quote for the Sweeper and detailed specifications of the Sweeper are attached to this Resolution; and

WHEREAS, funding for the purchase of the Rescue Engine has been included in the 2022 budget; and

WHEREAS, state law and the City's Procurement Policy allows the City to join with other units of government in cooperative purchasing plans when the best interest of the City would be served; and

WHEREAS, the new Sweeper is available from Hardline Equipment Inc. (of Henderson, Colorado) under the Minnesota Department of Administration State Procurement Plan; and

WHEREAS, under the Minnesota State Procurement pricing, the cost of the Sweeper is \$134,224.38; and

WHEREAS, the City is able to obtain an early delivery price by purchasing a demonstration unit with new bristle brushes, which is in the best interest of the City; and

WHEREAS, pursuant to the authority in Res. No. 486-93-94, the Finance Director/Treasurer has completed a Declaration of Official Intent to reimburse expenditures related to the Sweeper.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Hardline Equipment Inc. for the purchase of the Multihog CV350 Sweeper as described in the attachments to this Resolution in the amount of \$134,224.38.

BE IT FURTHER RESOLVED: That the Council understands that this Purchase Order will be subject to the terms and conditions set forth in State of Minnesota Contract # 190611 for 3- and 4-Wheel Street Sweepers, a copy of which is attached.

BE IT FURTHER RESOLVED: That prior to the City's annual borrowing program being completed, the appropriate City officials may draw up to \$134,224.38 from Account No. 65095000-641400 (Parking Utility Heavy Equipment) to pay for the Sweeper.

BE IT FURTHER RESOLVED: That the Council understands that this Purchase may be subject to a manufacturer warranty statement (attached).

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Finance & Personnel		
711100		
Common Council of the City of	e foregoing Resolution was duly passed by the Sheboygan, Wisconsin, on the day or	
Dated		k
Approved		r

Multihog

One Machine - One Operator - Endless Applications





- Engine: Hatz, 75 hp
- Emissions class: Stage V, Tier 4 final
- Length: 3800 4600 mm (149 181 in)
- Width: 1200 1600 mm (47 63 in)
- Wheelbase: 1750 mm (69 in)
- Unladen weight: 2000 2500 kg (4409 5511 lb)
- Axle capacity, front, tyre dependent: 2500 kg (5511 lb)
- Axle capacity, rear, tyre dependent: 2500 kg (5511 lb)
- Gross vehicle weight: 3500 4000 kg (7716 8818 lb)
- Outer turning radius: 2550 2740 mm (100 108 in)
- Sweeping width: 1200 2350 mm (47 92 in)
- Hopper volume: 1.5 m³ (2 yd³)

Your local authorised dealer is:



- Multihog Global Headquarters, Finnabair Business Park, Dundalk, Co. Louth, Ireland.
- info@multihog.com
- +353 42 9386738 / 443 852 1842 (US/CA)
- www.multihog.com









Due to our policy of continuous improvement, reasonable alterations & changes to the specifications of our products may take place subsequent to the publication of this brochure & we reserve the right to make such changes without prior notice. © Multihog Limited 2021



CV MULTI-PURPOSE SWEEPER

THE CV

MORE THAN JUST A SWEEPER













- Dedicated all-terrain vehicle with the option to change front brushes to other attachments (e.g. snow).
- Boasts one of the cleanest engines on the market with environmentally friendly Tier 4/Stage V emissions.
- All sweeper functions are controlled from a floating multifunctional armrest, which is ergonomic.
- Each brush independently controlled via miniature joystick and a third brush may be added if required.
- Incredibly simple operation switch from drive mode to sweep mode and back again using one button.
- Heavy-duty cooling for hot climates and 200 litre (53 US gal) water tank for optimal dust suppression.
- Full independent spring and damper suspension on each wheel for ultimate operator comfort.
- Rated 4 stars by PM 2.5/PM 10 industry standard for particulate matter (highest rating available).





Proposal

Date	No.
3/14/2022	2651

Phone: 303-288-8989 Fax: 303-288-8787

www.hardlineequipment.com

Name / Address	
Sheboygan, WI City of	
Bernard Rammer	
828 Center Avenue	
Sheboygan, WI 53081	

Ship To	

P.O. No.	Rep		VIN#		Body S/N #	Body	/ Model #
	TS					Multih	nog CV 350
Item	Qty	U/M		Description		Rate	Amount
Misc Multihog		ea	Part # 697-20 Equipment D Tier 4 Final c - Gross vehic - Permanent 4 - Part #'s 697 LT245/75/16 Maximum A - 3 speed tran - 2 drive mod - Independent - Spacious, part - Spacious, part - Spacious, part - Spacious, part - William operation and - 7" high resort - Heated Rear - 24.85 mph t - 150 amp alte - Disk brakes - Multi-disc p activation upgengine off Adjustable st	liesel engine le weight 3500kg 4 wheel hydrostatic -1206 & 697-1098 tires with narrow muckle Load 5361 lbs. smission es – Road & Work t spring and damper sanoramic driver cab with the sanoramic driver in the sanoramic driver with the sanoramic driver wit	drive BFG All Terrain ad guards suspension with cushioned unction control eks for ease of d driver comfort. with anti-glare utomatic seat or turning the ustments of	0.00 130,650.00	130,650.00

Proposal Valid For 30 Days From Proposal Date

Total



Proposal

Date	No.
3/14/2022	2651

Phone: 303-288-8989 Fax: 303-288-8787 www.hardlineequipment.com

Name / Address	
Sheboygan, WI City of Bernard Rammer 828 Center Avenue Sheboygan, WI 53081	

Ship To		

P.O. No.	Rep		VIN#		Body S/N #	Bod	y Model #
	TS					Multil	nog CV 350
Item	Qty	U/M		Description		Rate	Amount
Multihog			0 -100 liters, depending on graph for exact - Maximum fl to rear is 60 l/- Combined M l/m - 2 double act - I double act - Front mount independent colbs.) lift capact - Emergency is parking brake the event of bironic - In Cab Polle - Cab heating - Cab doors with the event of bironic - Cab doors wit	w load sensing hydrau /min. with 225 maxim flow setting. (See flo ct flow and pressure co low to front is 100 l/m /m. Maximum flow to fron ing hydraulic function ing hydraulic functi	num bar pressure ow/ pressure apability). a, Maximum flow at and rear is 100 ons to the front a to the rear with mbined (1650 at override of machine in ine, charge air ush Assembly s Vacuum	376.00	376.00

Proposal Valid For 30 Days From Proposal Date

Total



Proposal

Date	No.
3/14/2022	2651

Phone: 303-288-8989 Fax: 303-288-8787

rax. 303-200-0/0/	
www.hardlineequipment.com	

Name / Address	Ship To
Sheboygan, WI City of Bernard Rammer 828 Center Avenue Sheboygan, WI 53081	

P.O. No.	Rep		VIN#	Body S/N #	Body	Body Model #	
	TS				Multihog CV 350		
Item	Qty U/M		Description		Rate	Amount	
Multihog	1		High pressure wash-down Pump and Lance with retractable hose reel. Hose length-10m. Maximum pressure -170 bar. Maximum flow-22 (697-2070) I/m. **High Pressure Washer MUST Operate off of Front Broom Flow**		3,851.25	3,851.25	
Multihog	1		697-2071 4x4 Central Lock	PACTOR VALUE DI SERVITORIO DE SUCCESSORIO	1,803.75	1,803.75	
Multihog	1		697-2073 LED front work lights		374.40	374.40	
Multihog	1		697-2074 LED rear hopper work light	nts	487.50	487.50	
Multihog			698-2109 2nd Flashing Beacon Option		289.00	289.00	
Multihog	1		697-2101/2076 2 Camera kit Reversing Camera with camera mounted on rear of hopper lid, a second camera to the front of the suction hood.		1,365.00	1,365.00	
Multihog	1		697-2077 LED flashers front		292.50	292.50	
Multihog	1		697-2079 LED flashers on rear of suc	ction hopper	419.25	419.25	
Multihog	1		697-2080 In Cab Electronic Ground Pressure Control for Front Mounted Sweeping Brushes		1,688.00	1,688.00	
Multihog	1		697-2085 Rain water drain (hose pipe connection to recirculating tank drain valve)		980.00	980.00	
Multihog	1		697-2065 Wander hose		1,462.50	1,462.50	
Multihog	1		697-2088 Vacuum gauge mounted in	driver's cabin	438.75	438.75	
Multihog	1		697-2095 Fire Extinguisher		146.25	146.25	
Multihog	1		697-2104 Upgrade to High Back Air Suspension driver seat with 3-point seatbelt, heated base and back support, adjustable lumber support, head rest and document pouch.		926.25	926.25	
Multihog	1		697-2086 Cruise Control		633.75	633.75	

Proposal Valid For 30 Days From Proposal Date

Total



Proposal

Date	No.		
3/14/2022	2651		

Phone: 303-288-8989 Fax: 303-288-8787 www.hardlineequipment.com

Name / Address	Ship To
Sheboygan, WI City of Bernard Rammer 828 Center Avenue Sheboygan, WI 53081	

P.O. No.	Rep		VIN#	# Body S/N #		Body Model #		
	TS		A Description			Multil	Multihog CV 350	
Item	Qty	U/M			Rate	Amount		
Multihog	1		697-2080 In-cab, electronic ground pressure control for front mounted sweeping brushes		1,706.25	1,706.25		
Multihog	1		697-2106 Add	697-2106 Addition of reversing fans to heavy duty cooling system for engine		861.90	861.90	
Multihog	1		697-2089 Air			1,702.08	1,702.08	
Sales Discount			MN State Contract Discount (MultiHog CV350) **Subject to Customs Fees and Exchange Rates**		-18,890.00	-18,890.00		
Z 1, 1			Subtotal			131,564.38		
Multihog	1		697-2098 Front A-Frame adaptor to carry front mounted attachments (other than sweeper brooms) Cat 0 Kommunal (\$1072.00 not currently in stock)		0.00	0.00		
now & Ice	1	ea	Metalpless SideMaxx X with hitch for MultiHog CV350 (Heavy Duty 5 way, hydraulically adjustable plow) (\$18,495.00 not currently in stock) **Subject to build spec's and mounting compatibility**		0.00	0.00		
Multihog	1		697-2264 FKM1510 - Front Sweeper/Snow Brush/Kick Broom (\$12,012 not currently in stock)			0.00		
ales Discount			MN State Contract Discount (MultiHog CV350 Attachments) (-4,358.00 if both attachments ordered at same time) **Subject to Customs Fees and Exchange Rates**			0.00		
			Subtotal				0.00	
reight Costs	And the Salary and th			1064 miles @ \$2.5	0/mile)	2,660.00	2,660.00	
			Sales Tax			0.00%	0.00	
reight Costs	Proposal Valid For	20 Days Fr	Freight Costs (Sales Tax	(1064 miles @ \$2.5)	0/mile)		2,660.00 0.00%	

Proposal Valid For 30 Days From Proposal Date

Thank you for your business. Sales Tax Notice: Hardline Equipment LLC will be collecting all Sales Taxes due unless Buyer provides exemption documentation acceptable to your jurisdiction. This includes, but not limited to, all affiliated Nexus interstate Sales Taxes for your specific state and jurisdiction. This is subject to change. If Sales Tax is not presented on this document Hardline Equipment reserves the right to collect and remit sales taxes to comply with your state and jurisdiction regulations. By receiving this document, you agree to the collection of Sales Taxes.

Total \$134,224.38



MULTIHOG WARRANTY STATEMENT

Multihog Limited (Ireland) warrants new equipment to be free from defects in material and workmanship under conditions of the following provisions.

WARRANTY

Standard warranty shall be as follows: 12 months or 1500 hours of use (whichever occurs first) parts and labour warranty on the machine and attachments.

The drive train (parts only) warranty shall be for twenty-four (24) months.

The time period for the warranties begins at the earlier of the date falling 6 months after hand over of the Product to Distributor or the date of delivery to a customer. This shall not affect the limitation regarding the hours of use, which shall apply to the aggregate hours of use as recorded on the Product.

Approved warranty value will be at the sole discretion of Multihog Ltd.

OBLIGATION

Multihog Ltd shall have the obligation to repair or replace at Multihog's option, any defect in material or workmanship at no charge by an authorized Multihog Dealer, during the specified warranty period. Repair times per Multihog Ltd. repair time schedule.

LIMITATIONS AND EXCLUSIONS

This warranty is not applicable or inclusive of any of the following:

- Equipment which has been subjected to alterations and/or modifications not approved in writing from Multihog, neglect, unauthorized repair, misuse, accidents, lack of reasonable proper maintenance, improper repairs or replacements, use of parts which do not conform to Multihog's specifications.
- Normal replacement of any and all consumable parts such as but not limited to lightbulbs, filtering elements, belts, hoses, lubricating and hydraulic oil, engine coolant and/or parts required to perform a regular maintenance service.
- 3. Tyres.
- Attachments, components, parts or accessories of products or equipment not manufactured by Multihog Ltd.
- 5. Used products or equipment.

LIMITED LIABILITY

- Any and all other express, statutory, and implied warranties applicable to the product, including, without limitation, all implied warranties or merchantability and fitness for use, are expressly disclaimed.
- In no event shall the dealer, its
 customers or users be entitled to
 recover incidental or consequential
 damages, including, but not limited to,
 damages or inconvenience, rental or
 replacement equipment, loss of profits,
 or any other commercial loss.
- Multihog neither assumes nor authorizes any other to assume for it any other liability in connection with the sale or service of the equipment.
- No modifications, alterations, or changes to this limited warranty by an approved Multihog dealer are permitted or authorized.
- No warranty claim will be honoured unless a completed warranty registration card has been returned to Multihog Ltd within 14 days of delivery to the end-user.
- No warranty will be honoured unless it is submitted by a Multihog distributor, together with service order signed by the customer, within 30 days of the defect being corrected.

info@multihog.com

VAT Number: IE9679418F

Company Reg. Number: 453637

Multihog Ltd. Warranty Terms.

The time period for warranty begins at the earlier of, the date falling 6 months after hand over of the product to distributor or the date of delivery to a customer provided the product warranty registration has been completed fully and returned to Multihog Ltd. In all other cases the time period will begin on the date of dispatch from Multihog Ltd. This shall not affect the limitation regarding the hours of use, which shall apply to the aggregate hours of use as recorded on the product. Distributor to complete PDI inspection on product using the relevant Multihog Ltd. PDI form before delivery to customer. Any discrepancies to be documented and reported to Multihog Ltd. immediately.

Warranty

- 1. There is a 12 month or 1500 hour (whichever first occur) parts and labour warranty on the machine and attachments. There is a 2 year (2000 hrs) **parts only** warranty on the Multihog Ltd. drive train (pumps / motors/ engine).
- 2. Additional 2% charge on price of unit if full 2 year (2000 hrs) warranty required.
- 3. Further 3% charge on price of unit (1+2+3) if full 3 year (3000 hrs) warranty required.

Warranty Labour Rate

- 1. Manufacturer agrees to pay €x per hour to distributor for labour rate during warranty period.
- 2. Manufacturer agrees to pay distributor for 1 no. travelling trip (max 2 hours travel time) to any breakdown/ warranty issue.
- 3. Manufacturer to pay distributor €x per kilometre for charges of this trip to breakdown/ warranty issue.

Warranty Claims

- Warranty Registration Form and Warranty Statement to be completed and returned to Multihog Ltd. within 2 weeks of delivery to customer. Suggested dealer PDI document should be completed upon receipt of the machine by the dealer for their own records.
- Multihog Ltd service department must be contacted by the importer or dealer, quoting the
 machine serial number, prior to undertaking repair work. This will allow Multihog Ltd. to give
 guidance on the issue and assess potential patterns in quality issues.
- 3. All warranty claims to be submitted using the Multihog Ltd. Warranty Claim form within 4 working weeks of repair date.
- 4. Claims to be documented using photographs where possible to enable continuous improvement and further development of the Multihog Ltd. Quality Management System.



March 18, 2021

Troy Schuller Hardline Equipment LLC 7550 Dahlia Street Commerce City, CO 80022

Dear Mr. Schuller:

The following documents are enclosed for you to complete and return:

- State of Minnesota Contract No. 190611 for 3- and 4-Wheel Street Sweepers.
- Diverse spend reporting required. Please send the information detailed in the attached Viva Welcome Letter to support@starssmp.com within two businesses days. The Viva company will send by email a link to the portal, log-in information, portal guidance manual and information on accessing the training video. More information on the State's Tier 2 program is provided herein.

Please sign and return the documents, VIA EMAIL, to kathryn.kemerley@state.mn.us by March 22, 2021.

Certificate of Insurance (COI) - A current certificate of insurance from your insurer, in the amounts
called for in the solicitation, is required now to complete the Contract document. The insurance
requirements are attached for your convenience. Please have your insurance provider send a
copy of the COI electronically to kathryn.kemerley@state.mn.us. No contract will be executed
with your company until the COI has been received and approved.

Documents that are not properly executed will be returned to you. Failure to submit executed forms in the time required may result in cancellation of the award. Upon receipt of the properly executed forms, and after signatures are obtained from the appropriate State authorities, a copy of the completed Contract documents will be sent to your company.

If you have any questions, please contact me.

Sincerely,

Kathryn Kemerley

Kathryn Kemerley Buyer 3 Enclosures

Diverse Spend Reporting Instructions

The State of Minnesota is committed to diversity and inclusion in public procurement. The State anticipates the total value of your Contract may exceed \$500,000, including all extension options, therefore you must track and report, on a quarterly basis, the amount paid to diverse businesses both: 1) directly to subcontractors performing under the Contract, and 2) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Contract compared to your company's overall revenue).

Please send the following information to support@starssmp.com within two businesses days they will send by email a link to the portal, log-in information, portal guidance manual and information on accessing the training video.

Legal Company Name:	
Doing Business As- Name (if different than legal name):	
SWIFT Contract No.	190611
Federal Tax ID:	
Corporate Address:	
Corporate City:	
Corporate State	
Corporate Zip:	
Company Email:	
Primary Contact Name:	
Primary Contact- Email	

Once you are a registered user, please set up your contract in the portal. You will be able to access State of MN approved/certified suppliers from within the tool to add them as your subcontractors for a contract. If you have a supplier that is not available from the existing list, please follow the process for setting up each diverse subcontractor and supplier associated with this contract. This includes direct spend with diverse subcontractors, and also includes "indirect spend," which is the proportion of spend your company pays to diverse suppliers for items like office supplies, utilities, materials, cleaning services, and so on, that can be related back to your contract with the state.

Please contact the State of Minnesota Office of Equity in Procurement procurement.equity@state.mn.us if you have questions about using the portal, how subcontractors and suppliers are designated as diverse small businesses, and how quarterly reporting is used and monitored.



State of Minnesota Contract

SWIFT Contract No. 190611

This Contract is between the State of Minnesota, acting through its Commissioner of Administration ("State") and Hardline Equipment LLC, whose designated business address is 7550 Dahlia Street, Commerce City, CO 80022 ("Contractor"). State and Contractor may be referred to jointly as "Parties."

Recitals

- 1. State issued a solicitation identified as Request for Proposal, SWIFT Event No. 2000011301 on December 17, 2020 for Street Sweepers: 3 and 4 Wheel ("Solicitation");
- 2. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and
- 3. Subsequent to an evaluation in accordance with the terms of the Solicitation, the Parties desire to enter into a contract.

Accordingly, the Parties agree as follows:

Contract

1. Term of Contract

- 1.1 Effective date. March 23, 2021, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.
- 1.2 Expiration date. February 28. 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The contract may be extended for up to an additional 48 months, in increments as determined by the State, through a duly executed amendment.
- 1.3 Contract Use. This Contract is not exclusive and shall not be construed as guarantying a minimum or maximum amount of usage.

2. Contractor's Duties and the Statement of Purpose

2.1 <u>Contractor's Duties</u>. The Contractor shall perform all duties described in this Contract to the satisfaction of the State.

2.2 <u>Statement of Purpose</u>. The purpose of this contract is to provide to provide Street Sweepers, 3 and 4 Wheels, which may be purchased by State Agencies and Cooperative Purchasing Venture (CPV) members on an as needed basis.

3. Representations and Warranties

- 3.1 Under Minn. Stat. §§ 15.061 and 16C.03, subd. 3, and other applicable law the State is empowered to engage such assistance as deemed necessary.
- 3.2 Contractor warrants that it is duly qualified and shall perform its obligations under this Contract in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor's industry, trade, or profession, and in accordance with the specifications set forth in this Contract, to the satisfaction of the State.
- 3.3 Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms.

4. Time

The Contractor must comply with all the time requirements described in this Contract. In the performance of this Contract, time is of the essence.

5. Compensation and Conditions of Payment

- 5.1 Compensation. The State will pay for performance by the Contractor under this Contract in accordance with the breakdown of costs as set forth in Exhibit D which is attached and incorporated into this Contract.
- 5.2 Conditions of Payment. All duties performed by the Contractor under this Contract must be performed to the State's satisfaction and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6. Authorized Representative

- 6.1 The State's Authorized Representative is Kathryn Kemerley, State Program Administrative Senior, 50 Sherburne Ave, Suite 112, Saint Paul, MN 55155, 651.201.3171, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance and the authority to accept the services delivered or goods received under this Contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.
- 6.2 Contractor's Authorized Representative. The Contractor's Authorized Representative is Troy Schuller, General Manager, at the following business address and telephone number: Hardline Equipment LLC, 7550 Dahlia Street, Commerce City, CO 80022, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the State.

7. Exhibits

1. Contractor

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:

- Exhibit A: Contract Terms
- Exhibit B: Insurance Requirements
- Exhibit C: Specifications, Duties, and Scope of Work
- Exhibit D: Pricing
- Exhibit E: Additional Attachments

The Contractor certifies that the appropriate

	ecuted the Contract on behalf of required by applicable articles, rs, or ordinances.					
Print name:		Print name:				
Signature:		Signature:				
Title:	Date:	Title:	Date:			
		3. Commissioner of Adn As delegated to The C	ninistration Office of State Procurement			
		Print name:				
		Signature:				
		Title:	Date:			

2. Office of State Procurement

With delegated authority

Exhibit A: Contract Terms

1. Prompt Payment and Invoicing.

1.1 Prompt Payment. The State will pay the Contractor pursuant to Minn. Stat. § 16A.124, which requires payment within 30 days following receipt of an undisputed invoice, or merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read "Net 30 days." Notwithstanding the foregoing, the State may pay the Contractor in advance for purchases as allowed pursuant to Minn. Stat. §16A.065.

The payment for each order will only be made for goods received or services actually performed that have been accepted by the ordering entity, and meet all terms, conditions, and specifications of the Contract and the ordering document.

1.2 Invoicing. The invoice must be in the same format as the sample invoice form approved as Exhibit D, Supplement 1 with the Contract, unless an alternative format is approved in writing by the State Authorized Representative, or delegate. See Exhibit D, Supplement 1 for a list of minimum invoice requirements.

2. Assignment, Amendments, Waiver, and Contract Complete.

- 2.1 Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.
- 2.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 2.3 Waiver. If the State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.
- 2.4 Contract Complete. This Contract contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

3. Termination.

- 3.1 Termination for Convenience. The State or Commissioner of Administration may cancel this Contract at any time, with or without cause, upon 30 days' written notice to the Contractor. Upon termination for convenience, the Contractor will be entitled to payment, determined on a pro rata basis, for services or goods satisfactorily performed or delivered.
- 3.2 Termination for Breach. If the Contractor fails to perform according to the contract terms and conditions, the State is authorized to immediately cancel the Contract or purchase order, or any portion of it, and may obtain replacement goods or services and charge the difference of costs to the defaulting Contractor. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contractor may be removed from the vendors list, suspended or debarred from receiving a Contract for failure to comply with terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.
- 3.3 Termination for Insufficient Funding. The State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Contract. Termination must be by written notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and

effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available. The State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding. This notice will be provided within a reasonable time of the State's receiving notice.

4. Force Majeure.

Neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

5. Indemnification.

- 5.1 In the performance of this Contract, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:
 - · Intentional, willful, or negligent acts or omissions; or
 - · Actions that give rise to strict liability; or
 - · Breach of contract or warranty.

The Indemnifying Party is defined to include the Contractor, Contractor's reseller, any third party that has a business relationship with the Contractor, or Contractor's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Contract.

5.2 Nothing within this Contract, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

6. Governing Law, Jurisdiction, and Venue.

Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

7. Contract Use by State Agencies.

To the extent applicable, the Contract does not prohibit state agencies from using their delegated purchasing authority to procure similar goods and services from other sources.

8. Warranty.

The Contractor warrants to the ordering entity that materials and equipment furnished under the Contract will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the contract. Work not conforming to these requirements, including substitutions not properly approved and authorized in writing may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or

normal wear and tear and normal usage. If requested, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment used.

All installation materials and labor shall be guaranteed for a period of one (1) year following the date of final acceptance. During the first year following acceptance, the Contractor shall, upon notification by the ordering entity of any malfunctions, make necessary repairs, including labor, travel, and materials, at the Contractor's expense.

9. Original Equipment Manufacturer (OEM Warranty).

The equipment offered must include the OEM standard warranty. The Contractor is 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 in writing by the Customer and the Contractor. This warranty shall commence when the unit is put into service.

- 9.1 OEM Extended Warranty Options. If the Contractor provides an OEM Extended Warranty Option, the Contractor must provide a copy of the applicable terms and conditions, including a detail of coverage, to the State upon request. The cost of an OEM Extended Warranty must include all associated costs.
- 9.2 Contractor (Add-On) Warranty Options. The Contractor may provide additional warranty options, which include, but are not limited to travel pickup, or delivery charges that are a result of equipment failure(s) prior to or during the warranty period or extended warranty period. This warranty option shall commence when the unit is put into service and is in addition to OEM warranty options stated above.

10. Cooperative Purchasing Venture (CPV) Members.

The Contract will be available to all CPV members. Minn. Stat. § 16C.03, subd. 10 authorizes the State, acting through its Office of State Procurement, to enter into purchasing agreements with one or more governmental units and other entities allowable by law, as described in Minn. Stat. § 471.59, subd. 1, to exercise jointly the purchasing powers and functions each has individually. This authority is referred to as the Cooperative Purchasing Venture program. For more information, see State website www.mmd.admin.state.mn.us.

The Contractor agrees to extend the Contract to CPV members at the same prices, terms, conditions, and specifications. With the approval of the Contractor, a CPV member may add additional terms to its ordering document applicable to the CPV member's purchasing activities. Such additional terms shall not modify, diminish, or derogate the terms applicable to the State.

11. Foreign Outsourcing of Work Prohibited.

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by all subcontractors.

12. Delivery.

Contractor is obligated to deliver within the quoted lead times. If delivery is not made within that time frame, the State reserves the right to deem the Contractor in default.

Contractor must confirm delivery locations and requirements with the ordering entity. Prior to delivery, the Contractor is responsible for confirming in writing with the ordering entity that the delivery location will accommodate unloading the equipment. Contractor must notify the receiving entity at least 72 hours before delivery to allow for inspection and compliance. No delivery can be made on a State Holiday (as defined in Minn. Stat. § 645.44, subd. 5), on Saturday or Sunday, or after 4:00 p.m. Central Time on weekdays, without prior written approval by the receiving entity.

13. Risk of Loss.

The State is relieved of all risks of loss or damage to the goods and equipment during periods of transportation, installation by the Contractor, or while in the possession of the Contractor or its agent.

14. Purchase Orders and Purchasing Cards.

The parties agree that there is no minimum order requirements or charges to process an individual purchase order unless otherwise stated in the Contract. The Purchase Order number must appear on all documents (e.g., invoices, packing slips, etc.).

The Contractor must accept a purchasing card for order placement in addition to accepting a purchase order, without passing the processing fees for the purchasing card back to the State. The State's single purchase maximum on the Contract is \$5,000 on the purchasing card, but it may be increased with the State's and the Contractor's approval.

15. Items Offered as New.

All products, materials, supplies, replacement parts, and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available, unless otherwise stated in this Contract.

16. Product Changes During the Contract.

All equipment offered should be available during the initial term of the contract. The Contractor must notify the State's Authorized Representative immediately if the manufacturer discontinues or replaces a contracted model number. A replacement model number must meet the contract specifications. The State is under no obligation to accept a replacement model. Any change to a contracted model number must be confirmed in writing by the State through a written amendment. The State reserves the right to request documentation for any requested change under this section to evaluate how the specifications of the replacement product deviates from the specifications of the replaced product.

17. Subcontracting and Subcontract Payment.

17.1 Subcontracting Allowed. A subcontractor is a person or company that has been awarded a portion of the Contract by Contractor. Only subcontractors that have been approved by the Contract Administrator can be used for this Contract.

After the effective date of the Contract, the Contractor shall not, without prior written approval of the Contract Administrator, subcontract for the performance of any of the Contractor's obligations that were not already approved for subcontracting when the Contract was awarded. During this Contract, if an approved subcontractor is determined to be performing unsatisfactorily by the Contract Administrator, the Contractor will receive written notification that the subcontractor can no longer be used for this Contract.

The provisions of the Contract shall apply with equal force and effect to all approved subcontractors engaged by the Contractor. Notwithstanding approval by the State, no subcontract shall serve to terminate or in any way affect the primary legal responsibility of the Contractor for timely and satisfactory performances of the obligations contemplated by the Contract.

17.2 Subcontractor Payment. Contractor must pay any subcontractor in accordance with Minn. Stat. § 16A.1245.

18. Data Disclosure.

Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and Minnesota tax identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

19. Government Data Practices.

The Contractor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Contractor or the State.

If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify and consult with the State's Authorized Representative as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

20. Intellectual Property Rights.

- 20.1 Definitions. For the purpose of this Section, the following words and phrases have the assigned definitions:
 - 20.1.1 "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract.
 - 20.1.2 "Pre-Existing Intellectual Property" means intellectual property developed prior to or outside the scope of this Contract, and any derivatives of that intellectual property.
 - 20.1.3 "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "Works" includes Documents.
- 20.2 Ownership. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Contract. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Contractor upon completion or cancellation of this Contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the Works and the Documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.
- 20.3 Pre-existing Intellectual Property. Each Party shall retain ownership of its respective Pre-Existing Intellectual Property. The Contractor grants the State a perpetual, irrevocable, non-exclusive, royalty free license for Contractor's Pre-Existing Intellectual Property that are incorporated in the products, materials, equipment, deliverables, or services that are purchased through the Contract.

20.4 Obligations.

20.4.1 Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Contract, the Contractor will immediately give the

State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.

20.4.2 Representation. The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities.

20.4.3 Indemnification. Notwithstanding any other indemnification obligations addressed within this Contract, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or the State's opinion is likely to arise, the Contractor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

21. Copyright.

The Contractor shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted compositions, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Contract.

22. Assignment of Antitrust Rights.

Upon the request of the State of Minnesota, Contractor will irrevocably assign to State any state or federal antitrust claim or cause of action that the Contractor now has or which may accrue to the Contractor in the future, in connection with any goods, services, or combination provided by Contractor under the terms of this Contract.

23. Survivability of Orders.

In the event the term of any order or Professional/Technical Services work order ("Order") placed under this Contract extends past the termination or expiration of this Contract, the terms and conditions of this Contract shall remain in full force and effect as it applies to such order and will continue in effect for such order until the term of that order expires or the order is cancelled or terminated in accordance with the terms of this Contract.

24. Contractor's Documents.

Any licensing and maintenance agreement, or any order-specific agreement or document, including any pre-installation, linked or "click through" agreement that is allowed by, referenced within or incorporated within the Contract whenever the Contract is used for a State procurement, whether directly by the Contractor or through a Contractor's agent, subcontractor or reseller, is agreed to only to the extent the terms within any such agreement or document do not conflict with the Contract or applicable Minnesota or Federal law, and only to the extent that the terms do not modify, diminish or derogate the terms of the Contract or create an additional financial obligation to the State. Any such agreement or document must not be construed to deprive the State of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applicable to this Contract or afforded to the State by Minnesota law. A State employee's decision to choose "accept" or an equivalent option associated with a "click-through" agreement does not constitute the State's concurrence or acceptance of terms, if such terms are in conflict with this section.

25. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Contract.

26. Usage Reports.

Contractor is required to furnish Contract usage data (usage reports) to the Contract Administrator at the following email address: osp.usagereports@state.mn.us. Contract usage reports must consist of the total dollars spent by the State and other entities, broken down into two categories: State agencies and CPV members. The reporting frequency is at a minimum annually, or as otherwise requested. A final usage report is required at the expiration or termination the Contract. Failure to provide usage reports may result in contract cancellation. This term survives the expiration or termination of the Contract.

27. Administrative Fee.

On a quarterly basis, the Contractor shall return to the Department of Administration, Office of State Procurement, a fee of 1% (.01 multiplication factor) of the total sales during that quarter, to assist with the cost of administering the Contract. The administration fee shall be remitted to the State within 30 days of the end of the quarter. The quarter periods are July 1 to September 30 (1st Quarter), October 1 to December 31 (2nd Quarter), January 1 to March 31 (3nd Quarter), and April 1 to June 30 (4th Quarter). The Contractor must provide a report detailing the total sales to State agencies and CPV members. The report must be submitted with the check on or before the required 30 days after the end of the quarter.

The State reserves the right, at any time during the Contract period, to amend the Contract to change or add the administration fee. This may include fees directed to the Department of Administration, Office of State Procurement, Office of Enterprise Technology or other state entities. The reporting requirements and amount of the fee will be specified in the Contract amendment.

28. Diverse Spend Reporting.

If the total value of the Contract may exceed \$500,000, including all extension options, Contractor must track and report, on a quarterly basis, the amount paid to diverse businesses both: 1) directly to subcontractors performing under the Contract, and 2) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Contract compared to Contractor's overall revenue). When this applies, Contractor will register in a free portal to help report the Tier 2 diverse spend, and the requirement continues as long as the Contract is in effect.

29. Publicity and Endorsement.

- 29.1 Publicity. Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.
- 29.2 Endorsement. The Contractor must not claim that the State endorses its products or services.

30. Debarment by State, its Departments, Commissions, Agencies, or Political Subdivisions.

Contractor certifies that neither it nor its principals is presently debarred or suspended by the Federal government, the State, or any of the State's departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor shall provide immediate written notice to the State's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

31. Federal Funds.

- 31.1 Compliance with Federal Requirements. Federal money will be used or may potentially be used to pay for all or part of the goods, construction or services under the Contract. The Contractor is responsible for compliance with all federal requirements imposed on the funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements.
- 31.2 Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Federal money will be used or may potentially be used to pay for all or part of the work under the Contract, therefore Contractor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. Contractor's certification is a material representation upon which the Contract award was based.

32. Contingency Fees Prohibited.

Pursuant to Minn. Stat. § 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

33. Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053).

If the value of this Contract, including all extensions, is \$50,000 or more, Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

34. Non-discrimination (in accordance with Minn. Stat. § 181.59).

The Contractor will comply with the provisions of Minn. Stat. § 181.59.

35. E-Verify Certification (in accordance with Minn. Stat. § 16C.075).

For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

36. Affirmative Action Requirements

The State intends to carry out its responsibility for requiring affirmative action by its contractors.

- 36.1 Covered Contracts and Contractors. If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.
- 36.2 General. Minn. R. 5000.3400-5000.3600 implements Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and

contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.

36.3 Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

- 36.3.1 The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 36.3.2 The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- 36.3.3 In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- 36.3.4 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- 36.3.5 The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 36.4 Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Contract by the Commissioner or the State.
- 36.5 Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

37. Equal Pay Certification.

If required by Minn. Stat. §363A.44, the Contractor must have a current Equal Pay Certificate prior to Contract execution. If Contractor's Equal Pay Certificate expires during the term of this Contract, Contractor must promptly reapply for an Equal Pay Certificate with the Minnesota Department of Human Rights and notify the State's Authorized Representative once the Contractor has received the renewed Equal Pay Certificate. If Contractor claims to be exempt, the State may require Contractor to verify its exempt status.

38. Hazardous Substances.

To the extent that the goods to be supplied to the State by the Contractor contain or may create hazardous substances, harmful physical agents, or infectious agents, as set forth in applicable State and federal laws and regulations, the Contractor must provide the State with Material Safety Data Sheets regarding those substances. A copy must be provided upon request. Goods and containers supplied to the State must be labeled in compliance with state and federal laws, rules, and regulations.

These terms apply to goods supplied under this contract:

- 38.1 Products Containing Triclosan Banned. The Contractor must comply with Minn. Stat. § 145.945.
- 38.2 Products Containing Certain Types of Polybrominated Diphenyl Ether Banned. The Contractor must comply with Minn. Stat. § 325E.385-325E.388).
- 38.3 Coal Tar Sealant Use and Sale Prohibited. The Contractor must comply with Minn. Stat. § 116.202.
- 38.4 Products Containing Mercury. The Contractor must comply with Minn. Stat. 116.92.

39. Printers and Multi-Functional Devices.

The Contractor must indicate in the catalog or other marketing materials if the product will not operate, is not intended to operate, or will not operate under full manufacturer's warranty, using paper with a post-consumer recycled content. If marketing material is silent about using recycled content paper, the Contractor agrees that the product meets or exceeds the State's requirements.

40. Paper and Printing Requirements.

In accordance with Minn. Stat. § 16C.073, when practicable under the scope of the Contract, the Contractor shall:

- use uncoated office paper and printing paper;
- use recycled content paper with at least 30 percent post-consumer material by weight;
- use paper which has not been dyed with colors, excluding pastel colors;
- use recycled content paper that is manufactured using little or no chlorine bleach or chlorine derivatives;
- use reusable binding materials or staples and bind documents by methods that do not use glue;
- use soy-based inks; and
- produce reports, publications, and periodicals that are readily recyclable.

This requirement does not apply to coated paper that is made with at least 50 percent post-consumer materials.

The Contractor must print documents on both sides of paper where commonly accepted publishing practices allow.

41. IT Accessibility Standard.

Contractor acknowledges and is fully aware that the State of Minnesota (Executive branch state agencies) has developed IT Accessibility Standard effective September 1, 2010. The standard entails, in part, the Web Content Accessibility Guidelines (WCAG) and Section 508 which can be viewed at: https://mn.gov/mnit/government/policies/accessibility/.

The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software, products, or subscriptions available through this Contract, the Contractor agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above-mentioned accessibility Standards, the Contractor agrees to provide alternative solutions upon request at no additional charge to the State.

When updates or upgrades are made to the products or services available through this Contract, the Contractor agrees to document how the changes will impact or improve the product's or service's accessibility and usability. This documentation, upon request, must be provided to the State in advance of the change, occurring within an agreed upon timeframe sufficient for the state to review the changes and either approve them or request a remediation plan from the Contractor. Contractor warrants that its Products comply with the above-mentioned accessibility Standards and agrees to indemnify, defend, and hold harmless the State against any claims related to non-compliance of Contractor's Product with the above-mentioned accessibility Standards. If agreed-upon updates fail to improve the product or service's accessibility or usability as planned, the failure to comply with this requirement may be cause for contract cancellation or for the State to consider the Contractor in default.

42. Nonvisual Access Standards.

Pursuant to Minn. Stat. § 16C.145, the Contractor must comply with the following nonvisual technology access standards to the extent required by law:

- That the effective interactive control and use of the technology, including the operating system applications
 programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- That the nonvisual access technology must have the capability of providing equivalent access by nonvisual
 means to telecommunications or other interconnected network services used by persons who are not blind or
 visually impaired; and
- Executive branch state agencies subject to Section 16E.03, subdivision 9, are not required to include nonvisual technology access standards developed under this Section in contracts for the procurement of information technology.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

43. PCI Language.

All of Contractor's systems and components that process, store, or transmit Cardholder Data shall comply with the most recent version of the Payment Card Industry Data Security Standard ("PCI DSS") promulgated by the PCI Security Standards Council, available online at: https://www.pcisecuritystandards.org/document library. The Contractor shall, upon request, provide the State with Contractor's current Attestation of Compliance signed by a PCI QSA ("Qualified Security Assessor"). For purposes of this sub-section, "Cardholder Data" has the meaning defined by the PCI Security Standards Council, Payment Card Industry (PCI) Data Security Standard (DSS) and Payment Application Data Security Standard (PA-DSS), Glossary of Terms, Abbreviations, and Acronyms, available online at: https://www.pcisecuritystandards.org/document library.

44. Survival of Terms.

The following clauses survive the expiration or cancellation of this Contract: Indemnification; State Audits; Government Data Practices; Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure. Any other Contract term that expressly states or by its nature shall survive, shall survive.

45. Installation Services.

Installation and/or mounting services may be applicable or may be requested on an as needed basis by the Customer. Equipment prices offered should not include installation or mounting cost unless otherwise indicated in the Equipment Specifications and/or Price Schedule. Responders should include an hourly labor rate on the Price Schedule provided

with the Solicitation. If installation services are NOT AVAILABLE, list "N/A" on the Price Schedule. Responders should carefully examine the price schedule for installation pricing instructions.

46. 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.

47. Interest Rate on Unpaid Balance.

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

48. Equipment Sales 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.

49. Equipment Specifications.

All equipment offered in response to the Solicitation must meet the specifications as outlined in the Equipment Specifications section of the Solicitation and all federal and State safety codes. The Responder's submission certifies that any offer submitted to participate in the State's Solicitation process is for equipment that will meet the specification as outlined. 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 in the Equipment Specification.

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 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 Responder, otherwise the offer will be considered in strict compliance.

50. Optional Equipment.

The State intends that any optional equipment and packages that are available from the manufacturer for the type of equipment outlined in the Solicitation be included with the response. The State reserves the right to compare like options or equivalent equipment for evaluation purposes. Equipment price may be a factor for Award purposes.

If additional equipment is requested that is not covered by the Contract, the Customer must follow the procurement procedures for their entity and issue a separate purchase order for audit purposes.

If similar items are available on other State Contracts, the State agency may choose which Contract to purchase from.

51. Equipment Orientation.

The cost of the equipment must include orientation to the end user that will familiarize the end user on how the vehicle will operate, the mounting and removal of accessories and/or options and all operating and safety instruction. The orientation is normally provided where the customer takes possession. Orientation for drop shipped goods may be accomplished via video or via other customer approved media.

52. 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 Contractor 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 Contractor retains the title of the equipment during the rental term. The Contractor will provide the Customer with the make, model and VIN number and equipment replacement value prior to delivery. State agencies will provide the Contractor with proof of property insurance on the equipment during the rental term. CPV members should follow their local requirements for property insurance on unowned equipment.

If approved by the Contractor, 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 Contractor during the rental term. If the Contractor does not approve the Customer for routine and daily maintenance, the Contractor 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 Contractor including all transportation and costs. The location of where the repairs will occur will be mutually agreed by the Customer and the Contractor.

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 Contractor. 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 Contractor will pay all costs associated with replacing or swapping out the equipment.

53. 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 21b 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.

53.1 **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 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 Contractor must provide any documentation requested to substantiate the Prime Interest Rate being charged.

53.2 **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 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:

- 53.2.1 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
- 53.2.2 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)

- $\frac{100.00}{100.00}$ (\$1.00 X 100 hours = the Used Equipment Deduction)
- = \$19,900.00 (Subtotal)
- $\frac{1}{2}$ $\frac{1,200.00}{2}$ (20% of \$6,000.00 (the total rent paid) = the Percent of paid rental fees)

\$18,700.00 (final equipment purchased 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.

54. Rental Return or Demo Equipment Sale.

During the term of the Contract, if a Contractor 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.

The remaining manufacturer's warranty shall be transferred to the new owner. The Responder 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.

If extended warranty options are available for rental or demo equipment sales, the Responder 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 that has been purchased by a Contractor customer, whether the purchase was made under the Contract or not and has been returned to the Contractor is not part of this Solicitation and may not be offered. Customers must acquire used equipment according to their local purchasing requirements.

55. Equipment Trade-In.

If requested by the Customer, the Contractor 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 Contractor. 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 Contractor 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 Contractor and the Customer. The Customer assumes all costs associated with the transfer of the trade-in equipment unless otherwise agreed to by the Contractor and the Customer. The title of State equipment trade-ins shall be provided to the Contractor in accordance with Minn. Stat. § 168A.11.

56. Return Parts

During the Contract term, the Contractor shall accept unused returned parts that satisfy certain conditions. Parts must be returned within 60 days of Customer receipt. Returned parts must be unused, in the original container and original packaging and without container markups. The Contractor may accept parts returned in soiled, damaged or missing containers and may charge a fee not to exceed 10 percent of the original purchase price of the part.

- 56.1 When the Contractor ships the wrong part(s) in error, the Contractor shall accept the return of those parts. A full refund shall be issued to the Customer for the original purchase price without any charges or fees. The return shipping cost will be borne by the Contractor.
- 56.2 When the Contractor ships the wrong part(s) in error, the Contractor shall accept the return of those parts. A full refund shall be issued to the Customer for the original purchase price without any charges or fees. The return shipping cost will be borne by the Contractor.

57. 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.

58. Interest Rate on Unpaid Balance.

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

59. Optional Equipment.

The State intends that any optional equipment and packages that are available from the manufacturer for the type of equipment outlined in the Solicitation be included with the response. The State reserves the right to compare like options or equivalent equipment for evaluation purposes. Equipment price may be a factor for Award purposes.

If additional equipment is requested that is not covered by the Contract, the Customer must follow the procurement procedures for their entity and issue a separate purchase order for audit purposes.

If similar items are available on other State Contracts, the State agency may choose which Contract to purchase from.

60. Equipment Orientation.

The cost of the equipment must include orientation to the end user that will familiarize the end user on how the vehicle will operate, the mounting and removal of accessories and/or options and all operating and safety instruction. The orientation is normally provided where the customer takes possession. Orientation for drop shipped goods may be accomplished via video or via other customer approved media.

61. 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 Contractor 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 Contractor retains the title of the equipment during the rental term. The Contractor will provide the Customer with the make, model and VIN number and equipment replacement value prior to delivery. State agencies will provide the Contractor with proof of property insurance on the equipment during the rental term. CPV members should follow their local requirements for property insurance on unowned equipment.

If approved by the Contractor, 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 Contractor during the rental term. If the Contractor does not approve the Customer for routine and daily maintenance, the Contractor 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 Contractor including all transportation and costs. The location of where the repairs will occur will be mutually agreed by the Customer and the Contractor.

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 Contractor. 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 Contractor will pay all costs associated with replacing or swapping out the equipment.

62. 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 21b 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.

62.1 **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 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 Contractor must provide any documentation requested to substantiate the Prime Interest Rate being charged.

62.2 **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 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:

- 62.2.1 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
- 62.2.2 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)
- $\frac{1}{2}$ \$ 1,200.00 (20% of \$6,000.00 (the total rent paid) = the Percent of paid rental fees) \$18,700.00 (final equipment purchased 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.

63. Rental Return or Demo Equipment Sale.

During the term of the Contract, if a Contractor 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.

The remaining manufacturer's warranty shall be transferred to the new owner. The Responder 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.

If extended warranty options are available for rental or demo equipment sales, the Responder 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 that has been purchased by a Contractor customer, whether the purchase was made under the Contract or not and has been returned to the Contractor is not part of this Solicitation and may not be offered. Customers must acquire used equipment according to their local purchasing requirements.

64. Equipment Trade-In.

If requested by the Customer, the Contractor 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 Contractor. 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 Contractor 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 Contractor and the Customer. The Customer assumes all costs associated with the transfer of the trade-in equipment unless otherwise agreed to by the Contractor and the Customer. The title of State equipment trade-ins shall be provided to the Contractor in accordance with Minn. Stat. § 168A.11.

Exhibit B: Insurance Requirements

1. Notice to Contractor.

- 1.1 The Contractor is required to submit Certificates of Insurance acceptable to the State as evidence of insurance coverage requirements prior to commencing work under this Contract.
- 1.2 Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of this Contract, unless otherwise specified in this Contract
- 1.3 The failure of the Contractor to provide a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the State to the Contractor to provide such insurance.
- 1.4 The State reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's Authorized Representative upon written request.
- 1.5 If the Contractor uses another entity, including but not limited to a dealer, reseller, or distributor (collectively referred to as "Contractor's reseller") to provide goods or services under this contract, the following terms apply:
 - 1.5.1 Because the Contractor's reseller(s) are independently owned and operated, and maintain their own insurance, the Contractor's reseller's insurance coverage must be evidenced by its own Certificate of Insurance. The Contractor's reseller's Certificate of Insurance must meet all the insurance requirements and limits set forth in the Contract.
 - 1.5.2 The Contractor shall collect, review, approve, and maintain the applicable Certificates of Insurance, including but not limited to General Liability, Auto Liability, Umbrella, Workers' Compensation, and Garage keepers or Property of Others, for all Contractor's resellers that will be providing goods or services under this contract. The Contractor acknowledges compliance with this provision. The Contractor must provide copies of the dealers' insurance documentation to the State upon request.
 - 1.5.3 If a claim is made against a Contractor's reseller, and the Contractor's reseller's insurance coverage did or does not cover the claim, the Contractor is responsible for the claim because the contract is with the Contractor. The Contractor must pay any uninsured claims out-of-pocket. The State may enforce the indemnity clause in the contract.

2. Notice to Insurer.

- 2.1 The Contractor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.
- 2.2 Insurance certificate holder should be addressed as follows:

State of Minnesota Department of Administration 50 Sherburne Avenue, Room 112 St. Paul, MN 55155

- 3. Additional Insurance Conditions. The following apply to the Contractor, or the Contractor's subcontractor:
 - 3.1 Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State with respect to any claim arising out of Contractor's performance under this Contract.
 - 3.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State;
 - 3.3 Contractor is responsible for payment of Contract related insurance premiums and deductibles;
 - 3.4 If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
 - 3.5 Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability.
 - 3.6 Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best.
 - 3.7 An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.
- 4. Coverages. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:
 - 4.1 **General Liability or Garage Liability Insurance.** The Contractor, or their Subcontractor, shall maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract.

General Liability insurance is required for Contractors, or their Subcontractor, performing warranty or service work on mobile equipment.

Garage Liability insurance is required for Contractors, or their Subcontractor, performing warranty or service work on autos or equipment attached to autos, including vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the State. Insurance **minimum** limits are as follows:

\$2,000,000 - Per Occurrence \$2,000,000 - Annual Aggregate \$2,000,000 - Annual Aggregate applying to Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal & Advertising Injury
- Blanket Contractual
- Products and Completed Operations
- State of Minnesota Named as an Additional Insured

4.2 **Automobile Liability or Garage Liability Insurance.** The Contractor, or their Subcontractor, shall maintain insurance to cover liability arising out of the ownership, operation, use, or maintenance of all owned, non-owned and hired automobiles.

Auto Liability insurance is required for Contractors, or their Subcontractor, performing warranty or service work on mobile equipment.

Garage Liability insurance is required for Contractors, or their Subcontractor, performing warranty or service work on autos or equipment attached to autos, including vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the State.

Insurance minimum limits are as follows: \$2,000,000 - Per Occurrence - Bodily Injury and Property Damage Combined Single Limit

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.

Evidence of Subcontractor insurance shall be filed with the Contractor, or as directed by the State.

4.3 **Workers' Compensation Insurance.** Statutory Compensation Coverage. Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

\$100,000 – Bodily Injury by Disease per employee \$500,000 – Bodily Injury by Disease aggregate \$100,000 – Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State with a certificate of insurance.

4.4 Garagekeepers Liability or Property of Others Insurance or Equivalent. The Contractor, or their Subcontractor, shall maintain insurance to cover loss or damage to Owner's autos or equipment in the care, custody, and control of Contractor, or their Subcontractor, if ANY warranty or service work is performed by the Contractor, or their Subcontractor. The Contractor is solely responsible for the coverage equal to that of the actual cash value of vehicles/mobile equipment in the Contractor, or their Subcontractor's, care, custody and control at any given point in time.

Garagekeepers Liability insurance or equivalent is required for Contractors, or their Subcontractor, performing warranty or service work on autos or equipment attached to autos, including vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the State.

Property of Others insurance or equivalent is required for Contractors, or their Subcontractor, performing non-warranty service work on state-owned equipment in the Contractor's possession.

Exhibit C: Specifications, Duties, and Scope of Work

1.0 SCOPE Street Sweepers, 3 and 4 Wheel

The intent of this contract is to provide 3- & 4-Wheel Pickup Street Sweepers in the most current advertised production model as modified per specifications and approved by MNDOT. Items must be furnished with all standard equipment advertised regardless of whether it is 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 and must meet applicable codes and standards.

There are separate pricing pages for each of these items and options. This is a multiple award price agreement contract. The State reserves the right to issue multiple awards to more than one responder.

2.0 3-Wheel Sweepers

2.1 REQUIREMENTS

- Unit shall be mechanical brush, vacuum, brush/vacuum, or regenerative air type units, powered by liquid cooled diesel engine(s), or electric.
- Unit shall have low engine oil and high engine water temp indicators.
- Unit shall have air cleaner restriction indicator in the cab.
- Sweeper shall have backup arm.
- Unit shall have left hand, right hand trailer tow type mirrors.
- Unit shall have windshield wiper washer system.
- Unit shall have rear back up light.
- Operator seat shall be deluxe cloth, full adjustable.
- Unit shall include dual controls when dual gutter brooms are ordered unless operator can view left and rightside broom from operator control station.
- Unit shall have power steering.
- Engine(s) shall have fuel and water separator per engine manufacturer's recommendation.
- Unit shall have guide wheel strut on 3-wheel sweeper models.
- Unit shall include FMVSS approved lights and turn signals.
- Unit shall have an enclosed cab with heater and pressurized air system. Air conditioning/tinted glass shall be
 offered as an option or may be included in base unit cost.
- When offering attachments such as, but not limited to, dual gutter brooms, etc., price must include everything needed (including installation) for unit to be complete and ready for use by the operator from the cab.
- Contractor is responsible for ensuring equipment meets all applicable current Federal and Minnesota State safety codes.
- Manufacturer's standard color is acceptable, lead free paint.
- Unit shall be delivered with one complete additional set of O.E.M. air and fluid filters.
- Unit shall be supplied with one set of parts, service, repair, and operations manuals.
- Contractor is responsible for providing adequate orientation in mounting and removal, operation, safety, and maintenance of supplied equipment prior to the purchase being considered complete or payment issued.
- Contractor shall furnish at minimum a standard manufacturer's warranty. The Contractor 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) during the warranty period. This shall be performed without any delay period.
 This warranty shall commence when the unit is put into service. The responder shall state warranty for all
 items requested on the pricing page.

2.2 Options

- 2.2.1 Engine Options
- 2.2.2 Tire/Rim Options
- 2.2.3 Lights/Cab exterior Options
- 2.2.4 Hopper Accessory Options
- 2.2.5 Water System Options
- 2.2.6 Other Options
- 2.2.7 Delivery Charges
- 2.2.8 New Equipment Rental Program
- 2.2.9 Vendor Owned Rental Return or Demo Equipment Program
- 2.2.10 Discount Off List Price for Related Parts/Accessories

3.0 4-Wheel Sweepers

3.1 Requirements

- Unit shall be mechanical brush, vacuum, brush/vacuum, or regenerative air type units, powered by liquid cooled diesel engine(s), or electric.
- Unit shall have low engine oil and high engine water temp indicators.
- Unit shall have air cleaner restriction indicator in the cab.
- · Sweeper shall have backup arm.
- Unit shall have left hand, right hand trailer tow type mirrors.
- Unit shall have windshield wiper washer system.
- Unit shall have rear back up light.
- Operator seat shall be deluxe cloth, full adjustable.
- Unit shall include dual controls when dual gutter brooms are ordered unless operator can view left and rightside broom from operator control station.
- · Unit shall have power steering.
- Engine(s) shall have fuel and water separator per engine manufacturer's recommendation.
- Unit shall have guide wheel strut on 3-wheel sweeper models.
- Unit shall include FMVSS approved lights and turn signals.
- Unit shall have an enclosed cab with heater and pressurized air system. Air conditioning/tinted glass shall be
 offered as an option or may be included in base unit cost.
- When offering attachments such as, but not limited to, dual gutter brooms, etc., price must include everything needed (including installation) for unit to be complete and ready for use by the operator from the cab.
- Contractor is responsible for ensuring equipment meets all applicable current Federal and Minnesota State safety codes.
- Manufacturer's standard color is acceptable, lead free paint.
- Unit shall be delivered with one complete additional set of O.E.M. air and fluid filters.
- Unit shall be supplied with one set of parts, service, repair, and operations manuals.
- Contractor is responsible for providing adequate orientation in mounting and removal, operation, safety, and maintenance of supplied equipment prior to the purchase being considered complete or payment issued.
- Contractor shall furnish at minimum a standard manufacturer's warranty. The Contractor 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) during the warranty period. This shall be performed without any delay period.
 This warranty shall commence when the unit is put into service. The responder shall state warranty for all
 items requested on the pricing page.

3.2 Options

5.2.1	Cab Accessories/options
3.2.2	Sweeper Options
3.2.3	Engine/Transmission Options
3.2.4	Tire/Rim Options
3.2.5	Lights/Cab exterior Options
3.2.6	Hopper Accessory Options
3.2.7	Water System Options
3.2.8	Other Options
3.2.9	Delivery Charges
3.2.10	New Equipment Rental Program
3.2.11	Vendor Owned Rental Return or Demo Equipment Program
3.2.12	Discount Off List Price for Related Parts/Accessories

Exhibit D: Pricing

1. Contract Pricing.

- 1.1 In General. Prices listed take into consideration all inherent costs of providing the requested goods and services. The Contractor agrees to pay any and all fees, including, but not limited to: duties, custom fees, permits, brokerage fees, licenses and registrations, government taxes, overhead, profit, parking permits, proper disposal of materials, insurance payments. The State will not pay any additional charges beyond the price(s) listed, unless otherwise provided for by law or expressly allowed by the Contract. Prices listed within Exhibit D are maximum prices. These maximum prices shall remain firm for the initial term of the Contract. The Price List may not include any additional terms or conditions. A unit price and a total for the quantity must be stated for each item quoted. Prices must be quoted in United States currency. Any increase to Contract pricing requires a duly executed amendment to this Contract. Contractor may provide lower pricing at its discretion without requiring a duly executed amendment to the Contract.
- 1.2 Discount-off List Pricing. Prices offered for related parts/accessories are a percent (%) discount from the Manufacturer's (Original Equipment Manufacturer OEM) List Price or Dealer's List Price. The discount offered must remain firm, and may be increased, during the life of the Contract. After the initial term of the Contract, the manufacturer's or dealer's price list may be updated upon mutual agreement by the State and the Contractor through a fully executed amendment.

2. Installation Services.

The Contractor must not charge a separate fee for an installation or mounting service. The price for equipment, attachments, or options includes all installation and mounting costs.

3. Transportation.

Freight under this contract is Price per Loaded Mile. Price per Loaded Mile is the delivery charge per loaded mile from the delivery starting point (city, state, and zip code) to the ordering entity's delivery point. Freight must be included on the quote, and the amount invoiced may not exceed the amount quoted for freight unless the ordering entity agrees otherwise in writing. The State will not accept a flat, fixed price for shipping. If the Price per Loaded Mile is "No Charge" or "\$0.00," or that field on the Price Schedule is blank, delivery is included in the product cost. Mileage distance will be determined using an industry-standard product.

4. Taxes.

Do not add sales tax to the prices being offered. State Agencies hold a Direct Payment Authorization Letter which is used to pay applicable taxes directly to the Department of Revenue. Contractors may go to http://www.revenue.state.mn.us to learn about the applicable sales tax (search "Fact Sheet 142").

- 5. Payment Terms. Net 30.
- 6. ARO. 120-150 days.

7. Price Schedule(s)

The following Exhibit D: Price Schedule make and model price lists(s) are hereby referenced and incorporated into this contract as follows:

7.1 4 Wheel Sweepers:

- 7.1.1 Dulevo 6000 Mechanical Sweeper w/Waterless Vacuum Assist
- 7.1.2 Dulevo 3000 Mechanical Sweeper w/Waterless Vacuum Assist
- 7.1.3 Dulevo D Zero Electric Sweeper

- 7.1.4 Dulevo 850 Mini
- 7.1.5 Nescon Xbroom Single Engine Chassis Mounted Sweeper
- 7.1.6 Multihog CV Sweeper

Exhibit D, Supplement 1 Sample Invoice and Quote

Attached is a sample invoice and quote.

Contractor is required to use the sample quote and sample invoice for all transactions under this Contract. Contractor may not materially change either document unless the change has been approved in writing by the State's Authorized Representative. Contractor may not modify the sample quote or sample invoice to provide less detail regarding purchases under this Contract. Contractor hereby waives the right to enforce any term in either sample which contradicts or modifies any term of the solicitation or any Contract that may result, including subsequent amendments to the Contract, or would result in an unencumbered expense if enforced against the state or its CPV members. The State anticipates the sample quote and sample invoice will contain, at a minimum:

- Customer name
- State Contract number field
- o Item/service description
- o Item quantity or service hours
- List base price
- List option price

Exhibit E: Additional Attachments

The following document is attached and incorporated by reference into the contract:

• Attachment F: Hardline Equipment Models Catalogue

Price Schedule - Effective March 23, 2021 STREET SWEEPER : 4-WHEEL SWEEPER UNITS BASE UNIT REQUIREMENTS SPECIFICATION NO. 3.1

FILE NO. S843-12102018

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Vendor Name: Hardline Equipment, LLC Contact Person: Pat Egan 3087 Atwood Circle Street Address: PO Box: Stillwater, MN 55082 City, State, Zip Phone #: 612-666-7512 Toll Free #: Fax #: Email Address: pat@hardlineequipment.com Website: www.hardlineequipment.com Version of Excel used: Office 365 3.1 4-WHEEL STREET SWEEPER Manufacturer Dulevo Dulevo 6000 Mechanical Sweeper w/ waterless Make / Model vacuum assist Type of Dump Rear 90 inches Height of Dump

Height of Dump 90 inches

Type of Hopper Stainless

Size of Hopper 6.1 cubic yards

Drive Engine HP

138

Drive Engine Type

Iveco Diesel

Engine: Tier 4 compliant? Yes or No

Yes

Auxiliary Engine Type

N/A

Auxiliary Engine HP N/A

Turning Radius 15'9"

Frame, Chassis S355 Structural Steel

Transmission Type Hydrostatic

Rear Axle Rating 16742 lbs

Fuel Tank Capacity (in gallons)

Rear Suspension Rating	16742 lbs
Front Axle Rating	10252 lbs
Front Suspension Rating	10252 lbs
Brakes	Disc; Hydraulic service, Mechanical park
Steering	Hydraulic power steering, 4 Wheel Steer
(continued on next pa	(en
Tires, Front	285/70 R19.5 150J
Tires, Rear	285/70 R19.5 150J
Are air conditioning/tinted windows included? (If no, list price)	Yes
Alternator (Amps)	90
Battery CCA	2 x 750
Gauges	Fuel, engine temp, F and R brake pressure, DEF level, RPM, Speed, Conveyer pressure, Main brush pressure
Electrical Protection Type	fuse
Lights other then operating lights	Front LED x 2, L and R LED gutter, Rear Beacon: x2 Front, x1 Rear
LH Side Window Type	2 piece slide- glass
RH Side Window Type	2 piece slide- glass
Side Broom, type and diameter	Poly/steel blend 41.8"
Main Broom, type and diameter	Polypropylene, 25.6"
Sweeper Path	51.2" main, 102.4" side, 137.8" front
Water Tank Type	AISI 304 Stainless
Water Tank Size	105.7 gallons
Hopper Load Device	Fixed vertical elevator with 11 flights/squeegees. Twin Hydraulic Suction fans / Gore ™ coated bag filter
Warranty (Months, Years, Hours, Etc.)	1 year or 1300 hours. 5 year for Gore bag filter.
Base Chassis (If applicable) Price: Base Body (If applicable) Price:	
Total Base Unit Price:	\$ 054.070.00
Total base office.	\$ 251,070.00

Contract No. 190611 Price Schedule - Effective March 23, 2021 STREET SWEEPER: 4-WHEEL SWEEPER OPTIONS BASE UNIT REQUIREMENTS SPECIFICATION NO. 3.2

	VENDOR NAME:Hardline Equipment					
	MAKE AND MODEL OFFERED:Dulevo 6000					
		Qty		Price		Subtotal
	Unit Base Price:		\$	251,070.00	\$	•
Spec No.	Description	Qty	7 - 30	Price		Subtotal
3.2.1	CAB ACCESSORIES/OPTIONS: Use this section to list operator station accessories/options.					
3.2.1.1	Brigade 360 Degree Camera System (6000T.21.15)		\$	4,419.00	\$	
3.2.1.2	Street Side Brigade Camera Showing Front Broom and Curb Line, Includes Additional 7" Color Monitor (6000T.60.04) Brigade Camera Located Under Sweeper Viewing Area (6000T.21.14) with (6000T.60.04)		\$	1,697.00	\$	•
	Brigade Radar Detection System Detecting Rear Obstacles (6000T.21.14) with (6000T.60.04)		S	500.00 2.810.00	\$	
	20 Amp, 24 to 12v convertor for additional 12v power ie CB, Radio, etc		\$	363.00	\$	
3.2.1.6	14 way adjustable air cushioning heated seat (only drivers side) (6000T.06.25)		S	3,183.00	\$	
	Sirius/XM Radio with Bluetooth Capability, and USB		\$	784.00	\$	
	Electronically controlled heated mirrors (6000T,06.17)		\$	700.00	\$	153
	3rd Mirror Per Side to View Dumping or Blind Spots (6000T.06.28)		\$	310.00	\$	•
3.2.1.10	3rd Seat Located in Cab with Safety Belt (6000T.06.16)		\$	850.00	\$	•
3.2.2						
3.2.2.1	180 degree Front Broom with rotation control and SS sprinklers		inclu	ded		
	Front broom Right hand only extendable brush unit with mirror (in lieu of 180 degree)		\$	7,468.00	\$	
	Brush Guard Protection System (6000T.13.32) Belt conveyor Stainless Steel body (add 90 days to standard delivery)		\$	2,690.00	\$	
	Lubecore EP2 Autolube system with Pump and HD Korilla line and crimps		\$	5,161.00 8,150.00	\$	-
	Centralized Manual Lubrication System (mounted on elevator) with HD Korilla line and crimps		S	5,250.00	\$	
	Stone Guard for Front Broom (6000T.01.10)		\$	730.00	\$	-
3.2.2.8	Rubber Skid for Main Broom (6000T.01.05)		s	800.00	\$	- 2
3.2.2.9	Rear Magnetic Bar (6000T.09.18)		s	9,250.00	\$	-
	ENCINETED AND MICROSOM OPTIONS OF				- Description	ALCONO DE LO COMO DE L
3.2.3	ENGINE/TRANSMISSION OPTIONS: Offer engine and powertrain options. Any engines that are Tier 4 compliant must be identified as a Tier 4 engine.					
	N/A		N/A			
3.2.4	TIRE/RIM OPTIONS: Use this section to list offered tire/rim options.				100	
3.2.4.1	Unmounted Spare Tire and Wheel (6000T.07.01) Pneumatic Tires Filled With Foam (6000T.07.03)		\$	1,103.00	_	
3.2.4.2	Friedmant files Filled With Foam (00001,07,03)		\$	2,690.00	\$	
3.2.5	LIGHTS/CAB EXTERIOR OPTIONS. Use this section to list offered lights and cab exterior options.					
3.2.5.1	Side broom dustless covers (6000T.03.02)		\$	3,800.00	s	
3.2.5.2	Rear LED arrow board with in-cab control		\$	2,890.00	\$	
3.2.5.3	Custom paint (excludes chassis) (6000T13.24)		\$	1,580.00	\$	
200	HODDED ACCESSORY OPTIONS, the this and the Walk					
	HOPPER ACCESSORY OPTIONS: Use this section to offer hopper accessory options. Tailgate dumping only 45 inches			7 500 00 1		
	Dump Height to 90 inches		\$ include	7,580.00	\$	·
	Sweeper 6000 TIER 4 VERSION HIGH DUMP (118 inches).		mou	ded	$\overline{}$	
	Visual signal in the cab achieving maximum payload Safety system - Stability control for unloaded to 118 inches					
	Negative parking brake (Hydraulic)		1 3 3			
	Rear rubber bumpers		1.50			
2264	Hydraulic opening door operated from the cab		\$	35,690.00		
	Container Inspection door - curbside (6000T.09.08) Ladder to top of hopper (6000T.13.19)		\$		\$	
	Rear Suction System (6000T.03.02)		\$	650.00 1,190.00	_	
	177 inch, 6 inch diameter hose for suction system (6000T.03.05) (requires 6000T.03.02)		\$	680.00		-
	Rear Hopper Door Spray Bar for dumping dust control (6000T.02.12)		\$	1,210.00	\$	-
	Shovel and Broom Holder (6000T.13.23)		\$	450.00	_	
3.2.6.10	Heavy Duty Rear Rubber Bumpers Mounted (High Dump Bumpers) Mounted on Regular Dump (6000T.13.26)		\$	1,476.00	\$	
227	WATER SYSTEM ORTIONS: Use this position to affect the system self-					in et a contrata de la contrata del contrata del contrata de la contrata del la contrata de la contrata del la contrata de la contrata de la
	WATER SYSTEM OPTIONS: Use this section to offer water system options. High pressure washing system with gun and reel 36 feet of hose (6000T.02.07)		s	E 700 00		
	Water fill / elevator wash down system		\$	5,760.00 2,887.00		
	Water kit for rear suction hose, requires (6000T.03.02 and 6000T.03.05)		\$	500.00	Ť	
3.2.8.4	High pressure rear water bar (6000T.02.05) requires (6000T.02.07)	12	S	The second second second	\$	
3.2.8 3.2.8.1	OTHER OPTIONS: Use this section to offer other options, if applicable. DULEVO TELEMATIC- provides remote location services, diagnostic and troubleshooting capabilities, annually					
5.2.0.1	renewable at \$458.00		s	2,349.00	s	_
3.2.8.2	3M Reflective DOT Tape on All Four Sides of Sweeper		\$		S	- :
	Flange System for Winter Accessories (6000T.09.12)		\$	7.00	\$	
	Snow Plow Mounted in Lieu of Front Broom with Quick Change (6000T.09.11) requires (6000T.09.12)		\$	15,480.00	\$	
	Rotating Snow Brush in Lieu of Front Broom with Quick Change (6000T.09.13) Salt Spreader Mounted to Rear of Unit (6000T.09.10)		\$		\$	
J. Z. O. O	Can Opticade Mounted to Real of Office 1000 1.09. [0]		0	14 500 00		

	irts, service, repair, and operations manuals			included	
One	ne set OEM filters			included	
		Price:			
9 DEI	ELIVERY CHARGES - SEE SPECIAL TERMS AND CONDITIONS		NO FLAT RATE ALLOWED		
		DELIVERY STARTING POINT - City, State, Zip	Commerce City, CO, 80022		
		PRICE PER LOADED MILE:	\$2.50		
		MINIMUM DELIVERY CHARGE (if applicable)			
		minimum Delivery of the Community	•		
	EW EQUIPMENT RENTAL PROGRAM				
	ental programs are available on the new equipment offered, with the o ntal rate. Indicate the percent of rental fee paid by the purchaser that				
		Hourly Rental Rate:	\$		
		Weekly Rental Rate:	\$		
		Monthly Rental Rate:	\$		
	Percent (%				
	Toront (10) of Rental Fee applied to purchase price:	%		
	the new rental equipment is purchased and finance charges are a tet the actual interest rate here:		%		
stat	he new rental equipment is purchased and finance charges are a	pplicable for the actual rental term only,	7 /0		
stat	he new rental equipment is purchased and finance charges are a te the actual interest rate here:	pplicable for the actual rental term only,	% \$75		
stat	the new rental equipment is purchased and finance charges are a ste the actual interest rate here:	pplicable for the actual rental term only,	\$75		
.11 VEN DEC .12 DIS *No	the new rental equipment is purchased and finance charges are a steet he actual interest rate here: INDOR OWNED RENTAL RETURN OR DEMO EQUIPMENT PROGREDUCT cost per Used Hour from the original Contract Price	pplicable for the actual rental term only, RAM DRIES			
.11 VEN DEC .12 DIS *No	the new rental equipment is purchased and finance charges are a steet he actual interest rate here: ENDOR OWNED RENTAL RETURN OR DEMO EQUIPMENT PROGREDUCT cost per Used Hour from the original Contract Price SCOUNT OFF LIST PRICE FOR RELATED PARTS AND ACCESSORE. The "Discount to be Applied to Price List" must be a numeric percent.	pplicable for the actual rental term only, RAM DRIES			
.11 VEN DEC .12 DIS *No	the new rental equipment is purchased and finance charges are a steet he actual interest rate here: ENDOR OWNED RENTAL RETURN OR DEMO EQUIPMENT PROGREDUCT cost per Used Hour from the original Contract Price SCOUNT OFF LIST PRICE FOR RELATED PARTS AND ACCESSORE. The "Discount to be Applied to Price List" must be a numeric percent.	pplicable for the actual rental term only, RAM DRIES	0% Discount		
.11 VEN DEC	the new rental equipment is purchased and finance charges are a steet he actual interest rate here: ENDOR OWNED RENTAL RETURN OR DEMO EQUIPMENT PROGREDUCT cost per Used Hour from the original Contract Price SCOUNT OFF LIST PRICE FOR RELATED PARTS AND ACCESSORE. The "Discount to be Applied to Price List" must be a numeric percent.	pplicable for the actual rental term only, RAM DRIES entage, which may include 0%. Not listing a			

Price Schedule - Effective March 23, 2021 STREET SWEEPER : 4-WHEEL SWEEPER UNITS BASE UNIT REQUIREMENTS SPECIFICATION NO. 3.1

Contact Person: Pat Egan					
	Pat Egan				
Street Address: 3087 Atwood Circle	3087 Atwood Circle				
PO Box:					
	Stillwater, MN 55082				
Phone #: 612-666-7512					
Toll Free #:					
Fax #:	2.				
Email Address: pat@hardlineequipment.com					
Website: www.hardlineequipment.com					
Version of Excel used: Office 365					
2.4					
3.1 4-WHEEL STREET SWEEPER					
Manufacturer Dulevo					
Manufacturer					
Dulevo 3000 Mechanical sweeper w/ waterless	c				
Make / Model vacuum assist	3				
Wake / Wodel					
Type of Dump Rear					
· Mr o · · · · · · · · · · · · · · · · · ·					
Height of Dump 61-68 inches					
Type of Hopper AISI 304 Stainless					
Size of Hopper 4.4 cubic yards, 3.1 net cubic yards					
Drive Engine HP 74					
Drive Engine Type Kohler Diesel					
Engine: Tier 4 compliant? Yes or No Yes					
Auxiliary Engine Type N/A					
Auxiliary Engine Type N/A					
Auxiliary Engine HP N/A					
Admilary Engine III					
Turning Radius 13.5 feet (Curb to Curb)					
Fuel Tank Capacity (in gallons) 21.7	X X				

Transmission Type	Hydrostatic
Rear Axle Rating	10208 lbs
Rear Suspension Rating	10208 lbs
Front Axle Rating	5764 lbs
Front Suspension Rating	5764 lbs
Brakes	Drum, Hydraulic Service, Hydraulic Park
Steering	Front, Hydraulic
(continued on n	out page)
(continued on n Tires, Front	7.00-12-Pr 16 / 7.00 R12
Tires, Rear	7.00-12-Pr 16 / 7.00 R12
Are air conditioning/tinted windows included? (If no, list price)	Yes
Alternator (Amps)	105
Battery CCA	550
Gauges	Fuel, engine temp, F and R brake pressure, RPM, Speed, conveyer pressure, main brush pressure
Electrical Protection Type	Fuse
Lights other then operating lights	R and L front mounted flood, Front, R and L side gutter LED, fog, backup
LH Side Window Type	2 piece slide- glass
RH Side Window Type	2 piece slide- glass
Side Broom, type and diameter	Polypropylene/steel blend, 34.5 inch
Main Broom, type and diameter	Polypropylene, 50.4 x 20.5 inch
Main Broom, type and diameter Sweeper Path	Polypropylene, 50.4 x 20.5 inch 82.7" w main and dual gutter, 102-114.2" w front
Sweeper Path	82.7" w main and dual gutter, 102-114.2" w front
Sweeper Path Water Tank Type	82.7" w main and dual gutter, 102-114.2" w front Stainless

(Months, Years, Hours, Etc.)

Base Chassis (If applicable) Price:	
Base Body (If applicable) Price:	
Total Base Unit Price:	189,715

Contract No. 190611 Price Schedule - Effective March 23, 2021 STREET SWEEPER: 4-WHEEL SWEEPER OPTIONS BASE UNIT REQUIREMENTS SPECIFICATION NO. 3.2

	VENDOR NAME:Hardline Equ	ipment					
	MAKE AND MODEL OFFERED: Dulevo 3000		Qty		Price		Subtotal
		Unit Base Price:		S 1	89,715.00	\$	
Spec No.	Description		Qty	F	rice		Subtotal
	CAB ACCESSORIES/OPTIONS: Use this section to list operator station	accessories/options.					
	Brigade 360 Degree Camera w Monitor Electrically controlled heated mirrors (3000T.06.17)			\$		\$	<u>:</u>
	Air cushioning heated set (only driver's side)			5		\$	
	Radio with Blue Tooth and USB			\$	460.00	_	
	CINEEDED OUTIONS, I lead to be a selected to be be a selected to be a sele						
	SWEEPER OPTIONS: Use this section to list broom/sweeping options. Rear Magnetic Bar (3000T.09.18)			s	6,560.00	\$	-
	Lubecore Autolube system with Pump and HD Korilla line and crimps			S	7,950.00	\$	(14)
3.2.2.3	Centralized Manual Greasing System w/o pump with HD Korilla grease I	ne		\$	5,250.00	\$	-
	Stone Guard for Front Broom (3000T.01.10)			\$	730.00	\$	
	Stainless Steel Elevator housing (30005.09.01/3)			\$	114.000.00	\$	-
	Container Inspection Door (3000T.09.07) 180 degree Front Broom with rotation control and SS sprinklers			\$ inloude	830.00	\$	•
3.2.3	ENGINE/TRANSMISSION OPTIONS: Offer engine and powertrain optic be identified as a Tier 4 engine. N/A	ns. Any engines that are Tier 4 compliant must		N/A			#VALUE!
224	TIDE/DIM OPTIONS: I lea this section to list offered tire/rim options						
3.2.4	TIRE/RIM OPTIONS: Use this section to list offered tire/rim options, Unmounted Spare Tire and Wheel (3000T.07.01)			s	550.00	s	
	Pneumatic Tires Filled With Foam (3000T.07.03)			S	2,200.00	S	-
3.2.5	LIGHTS/CAB EXTERIOR OPTIONS. Use this section to list offered light	s and cab exterior options.		N/A			
	HOPPER ACCESSORY OPTIONS: Use this section to offer hopper acc						
	Heavy duty rear suction system with 177 inch, 6 inch diameter hose (300 water kit for rear suction hose (3000T.03.08)	01.03.02 & 30001.03.05)		S	1,870.00 340.00	\$	
	Spray bars on rear door (3000T.02.07). Requires high pressure washing	system (3000T.02.12).		S		s	
	Salt Spreader (3000T.09.10)			\$	13,450.00	-	
				-a leasting			Andrew Andrew
	WATER SYSTEM OPTIONS: Use this section to offer water system opti- High pressure washer with gun and reel 36 feet of hose (3000T.02.07)	ons.		s	4,730.00		
	87 gallon additional water tank (3000T.02.06)			\$	7,730.00		
			and the second second second second second	demonstra		atrese.	
	OTHER OPTIONS: Use this section to offer other options, if applicable. Rear rubber bumpers (3000T.13.26)			s	330.00		
	3M Reflective DOT Tape on All Four Sides of Sweeper			S	325.00	\$	
	Flange System for Winter Accessories (6000T.09.12)			S		s	
3.2.8.4	Snow Brush Mounted on front of unit (3000T.09.13) Requires flange (30	00T.09.12)		\$	7,460.00	\$	
	Snow Plow (3000T.09.11) Requires flange (3000T.09.12)	Chicago and Carlos Carlos		\$	10,390.00	\$	
	Custom paint- excludes chassis (3000T,13.11) Parts, service, repair, and operations manuals			\$		\$	
	One set OEM filters			include		_	
	DELIVERY CHARGES - SEE SPECIAL TERMS AND CONDITIONS	Price:	NO FLAT RATE ALLOWED				
		DELIVERY STARTING POINT - City, State, Zip	Commerce City, CO. 80022				
		PRICE PER LOADED MILE: MINIMUM DELIVERY CHARGE (if applicable)					
3.2.10	NEW EQUIPMENT RENTAL PROGRAM						
	If rental programs are available on the new equipment offered, with the						
	rental rate. Indicate the percent of rental fee paid by the purchaser that	Will be applied to the purchase price. Hourly Rental Rate:					
		Weekly Rental Rate:	\$				
		Monthly Rental Rate:	\$				
	Percent (%)	of Rental Fee applied to purchase price:	%				
	If the new rental equipment is purchased and finance charges are a state the actual interest rate here:	pplicable for the actual rental term only.					
3.2.11	VENDOR OWNED RENTAL RETURN OR DEMO EQUIPMENT PROGR	RAM					
	DEDUCT cost per Used Hour from the original Contract Price		\$75				
3.2.12	DISCOUNT OFF LIST PRICE FOR RELATED PARTS AND ACCESSO *Note: The "Discount to be Applied to Price List" must be a numeric percentage may result in your bid being rejected.		0% Discount				
			1-12-21 HardlineSweeper0				
		Price List Date and Number:	000986664				

Price Schedule - Effective March 23, 2021 STREET SWEEPER: 4-WHEEL SWEEPER UNITS BASE UNIT REQUIREMENTS **SPECIFICATION NO. 3.1**

FILE NO. S843-12102018

V I N				
Vendor Name: Contact Person:	Hardline Equipment, LLC Pat Egan			
Street Address:				
PO Box:	3087 Atwood Circle			
City, State, Zip Stillwater, MN 55082				
Phone #:	612-666-7512			
Toll Free #:				
Fax #:				
Email Address:	pat@hardlineequipment.com			
Website:		eequipment.com		
	Version of Excel used:	Office 365		
3.1	4-WHEEL STREET SWEEPER			
	Manufacturer	Dulevo		
	Make / Model	Dulevo D Zero Electric Sweeper		
	Type of Dump	Rear		
	Height of Dump	57 inches		
	Type of Hopper	AISI 304 Stainless		
	Size of Hopper	1.9 cubic yards		
	Drive Engine HP	12		
	Drive Engine Type	Electric		
	Engine: Tier 4 compliant? Yes or No	N/A		
	Auxiliary Engine Type	N/A		
	Auxiliary Engine HP	N/A		
	Turning Radius	10.9' Curb to Curb		
	Fuel Tank Capacity (in gallons)	8 hour autonomy		
	Frame, Chassis	S355 Structural Steel, Articulated		
	Transmission Type	Electric		
	Rear Axle Rating	6930 lbs		

Rear Suspension Rating	6930 lbs
Front Axle Rating	3300 lbs
Front Suspension Rating	3300 lbs
Brakes	Drum; Hydraulic service, Mechanical park
Steering	Hydraulic power steering, Articulated
(continued on next pag	ge)
Tires, Front	215R 14C8
Tires, Rear	215R 14C8
Are air conditioning/tinted windows included? (If no, list price)	Yes
Alternator (Amps)	N/A
Battery CCA	Lithium Iron Phosphate, 76.8 kW (103 HP)
Gauges	Digital, sweep hour, and speed
Electrical Protection Type	fuse
Lights other then operating lights	LED Vacuum head, LED Front work, Dual LED strobe
LH Side Window Type	2 piece slide- glass
RH Side Window Type	2 piece slide- glass
Side Broom, type and diameter	Two (2) Polypropylene, 34.7"
Main Broom, type and diameter	Vacuum
Sweeper Path	Variable 69"-129"
Water Tank Type	AISI 304 Stainless
Water Tank Size	62.7 gallons
Hopper Load Device	Vacuum
Warranty (Months, Years, Hours, Etc.)	2 year machine, 3 year battery
Base Chassis (If applicable) Price:	
Base Body (If applicable) Price:	202.250
Total Base Unit Price:	262,250

Contract No. 190611 Price Schedule - Effective March 23, 2021 STREET SWEEPER : 4-WHEEL SWEEPER OPTIONS BASE UNIT REQUIREMENTS SPECIFICATION NO. 3.2

	VENDOR NAME:Hardline Equipment			
	MAKE AND MODEL OFFERED:Dulevo D Zero			
	Unit Base Price:	Qty	Price \$ 262,250.00	Subtotal S -
Spec No.	Description	Qty	Price	Subtotal
3.2.1 3.2.1.1	CAB ACCESSORIES/OPTIONS: Use this section to list operator station accessories/options. Rear View Color Camera		included	
3.2.1.2	Air Conditioning		included	
3.2.1.3	Radio with Blue Tooth and USB Window tint		included included	
	Electric heated mirrors		included	
	Floor viewing window for pickup head Two seats with seatbelt, RH drive		included	
3.2.1.7	Two seats with seatcest, KH drive		included	
	SWEEPER OPTIONS: Use this section to list broom/sweeping options, High performance and adjustable electric suction turbine suction inlet with flap (patented system)		included	
3.2.3	ENGINE/TRANSMISSION OPTIONS: Offer engine and powertrain options. Any engines that are Tier 4 compliant must be identified as a Tier 4 engine.			
	Battery Charge system (Load in 5 hours)- 220V / 3 Phase / 40 Amp Dulevo Telematic		included included	
	Remote Battery Monitoring System		included	
3.2.4	TIRE/RIM OPTIONS: Use this section to list offered tire/rim options.			
3.2.4.1	Shovel and broom holder (increase the width up to 1500mm)		\$ 1,380.00	s -
3.2.4.2	Reflecting Stripes		\$ 250.00	\$ -
3.2.5	LIGHTS/CAB EXTERIOR OPTIONS. Use this section to list offered lights and cab exterior options.			
	Type approved		included	
	LED Front work lights		included	
3.2.5.3	LED Pickup head light		included	
	HOPPER ACCESSORY OPTIONS: Use this section to offer hopper accessory options.			
3.2.6.1	2.8 Yd Stainless		included	
3.2.7	WATER SYSTEM OPTIONS: Use this section to offer water system options.			
3.2.7.1	Stainless Steel Nozzles		included	
3.2.7.2	Water recycling system 47 gallon		included	
	OTHER OPTIONS: Use this section to offer other options, if applicable.			
	Machine extended warranty up to the 3rd year of warranty or 3900 hours Machine extended warranty up to the 4th year of warranty or 5100 hours		\$ 6,440.00 \$ 9,810.00	\$ - \$ -
	Machine extended warranty up to the 4th year of warranty or 6500 hours		\$ 14,310.00	-
	Battery extended warranty up to the 4th year of warranty		\$ 5,000.00	
	Battery extended warranty up to the 5th year of warranty Parts, service, repair, and operations manuals		\$ 7,060.00 included	
	One set OEM filters		included	
	Price:			
3.2.9	DELIVERY CHARGES - SEE SPECIAL TERMS AND CONDITIONS	NO FLAT RATE ALLOWED		
	DELIVERY STARTING POINT - City, State, Zip	Commerce City, CO, 80022		
	PRICE PER LOADED MILE: MINIMUM DELIVERY CHARGE (if applicable)	\$2.50		
3.2.10	NEW EQUIPMENT RENTAL PROGRAM			
	If rental programs are available on the new equipment offered, with the option to purchase, list the hourly/weekly/monthly rental rate. Indicate the percent of rental fee paid by the purchaser that will be applied to the purchase price. Hourly Rental Rate:	s		
	Weekly Rental Rate: Monthly Rental Rate:	\$		
	Monthly Rental Rate: Percent (%) of Rental Fee applied to purchase price:	%		
	If the new rental equipment is purchased and finance charges are applicable for the actual rental term only, state the actual interest rate here:			
3.2.11	VENDOR OWNED RENTAL RETURN OR DEMO EQUIPMENT PROGRAM			
	DEDUCT cost per Used Hour from the original Contract Price	\$75		
3.2.12	DISCOUNT OFF LIST PRICE FOR RELATED PARTS AND ACCESSORIES			
J.E. 12	Note: The "Discount to be Applied to Price List" must be a numeric percentage, which may include 0%. Not listing a numeric percentage may result in your bid being rejected.	0% Discount		
	Price List Date and Number:	1-12-21 HardlineSweeper00 00986664		
	·			

Price Schedule - Effective March 23, 2021 STREET SWEEPER: 4-WHEEL SWEEPER UNITS BASE UNIT REQUIREMENTS SPECIFICATION NO. 3.1

Name: t Person:	Hardline Equipment, LLC Pat Egan	
Address:	3087 Atwood Circle	
c :		
ate, Zip	Stillwater, MN 55082	
#: ee #:	612-666-7512	
e #.		
ddress:	pat@hardlineequipment.com	
e:		eequipment.com
	Version of Excel used	Office 365
3.1	4-WHEEL STREET SWEEPER	
	Manufacturer	Dulevo
	Make / Model	Dulevo 850 Mini
	Type of Dump	Rear
	Height of Dump	56 inches
	Type of Hopper	Stainless
	Size of Hopper	1.4 cubic yards, 1.1 cubic yards net
	Drive Engine HP	43.4
	Drive Engine Type	Yanmar Diesel
	Engine: Tier 4 compliant? Yes or No	Yes
	Auxiliary Engine Type	N/A
	Auxiliary Engine HP	N/A
	Turning Radius	10.5' Curb to Curb
	Fuel Tank Capacity (in gallons)	12.5
	Frame, Chassis	Fe510 steel, 2 piece articulated
	Transmission Type	Hydrostatic
	Rear Axle Rating	2816 lbs

Rear Suspension Rating	2816 lbs	
Front Axle Rating	2024 lbs	
Front Suspension Rating	2024 lbs	
Brakes	Drum; Hydraulic service, Mechanical park	
Steering	Hydraulic power steering, Articulated	
(continued on next pa	ge)	
Tires, Front	175/65R 14C	
Tires, Rear	175/65R 14C	
Are air conditioning/tinted windows included? (If no, list price)	Yes	
Alternator (Amps)	55	
Battery CCA	310	
Gauges	RPM, Fuel, Engine temp	
Electrical Protection Type	fuse	
Lights other then operating lights	beacon, rear and directional	
LH Side Window Type	2 piece slide- glass	
RH Side Window Type	2 piece slide- glass	
Side Broom, type and diameter	Two (2) Polypropylene, 28.8"	
Main Broom, type and diameter	Vacuum	
Sweeper Path	60-72 inches	
Water Tank Type	Poly	
Water Tank Size	52.9 gallons	
Hopper Load Device	Vacuum	
Warranty (Months, Years, Hours, Etc.)	1 year or 1300 hours	
Base Chassis (If applicable) Price: Base Body (If applicable) Price:		
Total Base Unit Price:	97,570	

Contract No. 190611 Price Schedule - Effective March 23, 2021 STREET SWEEPER : 4-WHEEL SWEEPER OPTIONS BASE UNIT REQUIREMENTS SPECIFICATION NO. 3.2

	VENDOR NAME:Hardline Equipment			
	MAKE AND MODEL OFFERED:Dulevo 850	[1 54	
	Unit Base Price:	[Qty	Price \$ 97,570.00	Subtotal \$ -
Spec No.	Description	Qty	Price	Subtotal
3.2.1 3.2.1.1	CAB ACCESSORIES/OPTIONS: Use this section to list operator station accessories/options. Broom Rotation Reverse Switch (850DK.11.08)			
3.2.1.2	Brigade Acoustic Reverse Signal (Self Leveling)		\$ 700.00 \$ 180.00	s -
3.2.1.3	Pneumatic Sprung Seat (850DK,06.11)		\$ 850.00	\$ -
	Electrically Controlled and Heated Mirrors (850DK.06.17)		\$ 900.00	
3.2.1.5	AM/FM/USB/CD with 2 Loud Speakers (850DK.21.03)		\$ 480.00	\$ -
	SWEEPER OPTIONS: Use this section to list broom/sweeping options. LED Lights located on Vacuum Nozzle (850DK.12.07)			
	Flange System for Quick Change Snow Accessories (850DK.09.12/1)		\$ 700.00 \$ 7,860.00	
	Snow Blade (850DK.09.11/1) (Must purchase Flange)		\$ 7,860.00 \$ 8,660.00	\$ - \$ -
	Snow Brush (850DK.09.13) (Must purchase Flange)		\$ 9,990.00	\$ -
3.2.3	ENGINE/TRANSMISSION OPTIONS: Offer engine and powertrain options. Any engines that are Tier 4 compliant must be identified as a Tier 4 engine. N/A		N/A	#VALUE!
	TIRE/RIM OPTIONS: Use this section to list offered tire/rim options.			
	Spare Tire and Wheel (Not Mounted) (850DK.07.01) Hydraulic Jack (850DK.07.05)		\$ 590.00	s -
J.Z.4.Z	Tyuraulio dack (GOODICOT.OO)		\$ 350.00	\$ -
	LIGHTS/CAB EXTERIOR OPTIONS. Use this section to list offered lights and cab exterior options. 3M Reflective Tape (850DK.07.01)		\$ 250.00	s -
3.2.6	HOPPER ACCESSORY OPTIONS: Use this section to offer hopper accessory options.			
	High Pressure Washer Includes Gun and Hose Reel (850DK.02.07) (Not useable if Front Flange installed)		\$ 4,140.00	s -
	Side Suction Hose - 118" Length (850DK.03.02)		\$ 1,740.00	
	Water Kit for Side Suction Hose (850DK.03.08)		\$ 360.00	\$ -
3.2.6.4	Salt Spreader (3000T.09.10)		\$ 8,130.00	\$ -
3.2.7 3.2.7.1	WATER SYSTEM OPTIONS: Use this section to offer water system options. Water Recycling System (850DK.02.11)		\$ 980.00	s -
3.2.8	OTHER OPTIONS: Use this section to offer other options, if applicable.			
	Customized Paint (Chassis Excluded) (850DK.13.10)		\$ 1,210.00	s -
	Hydraulic Oil Low Level Gauge (850DK.21.18)		\$ 180.00	\$ -
	One set OEM filters Parts, Service, Repair, and Operations Manuals		included	
0.2.0.4	rans, Service, Repair, and Operations manuals		included	
	Price:	Hill many marks		
3.2.9	DELIVERY CHARGES - SEE SPECIAL TERMS AND CONDITIONS	NO FLAT RATE ALLOWED		
	DELIVERY STARTING POINT - City, State, Zip	Commerce City, CO, 80022	,	
	PRICE PER LOADED MILE: MINIMUM DELIVERY CHARGE (if applicable)	\$2,50		
3.2.10	NEW EQUIPMENT RENTAL PROGRAM If rental programs are available on the new equipment offered, with the option to purchase, list the hourly/weekly/monthly rental rate. Indicate the percent of rental fee paid by the purchaser that will be applied to the purchase price.			
	Hourly Rental Rate:	S		
	Weekly Rental Rate:	S		
	Monthly Rental Rate: Percent (%) of Rental Fee applied to purchase price:	\$ %	•	
	If the new rental equipment is purchased and finance charges are applicable for the actual rental term only, state the actual interest rate here:		te.	
3.2.11	VENDOR OWNED RENTAL RETURN OR DEMO EQUIPMENT PROGRAM			
	DEDUCT cost per Used Hour from the original Contract Price	\$75		
3.2.12	DISCOUNT OFF LIST PRICE FOR RELATED PARTS AND ACCESSORIES	0% Discount		
J.L. 12	*Note: The "Discount to be Applied to Price List" must be a numeric percentage, which may include 0%. Not listing a	0% Discount		
	numeric percentage may result in your bid being rejected.			
		1-12-21		
	Price List Date and Number:	HardlineSweeper00 00986664		

Price Schedule - Effective March 23, 2021 STREET SWEEPER : 4-WHEEL SWEEPER UNITS BASE UNIT REQUIREMENTS SPECIFICATION NO. 3.1

FILE NO. S843-12102018

Vendor Name: Contact Person: Street Address: PO Box: City, State, Zip Phone #: Toll Free #: Fax #:

Email Address: Website: Hardline Equipment, LLC

Pat Egan

3087 Atwood Circle

Stillwater, MN 55082

612-666-7512

pat@hardlineequipment.com

www.hardlineequipment.com

Version of Excel used: Office 365

3.1 <u>4-WHEEL STREET SWEEPER</u>

Manufacturer	Nescon
Make / Model	Nescon Xbroom
Type of Dump	Rear
Height of Dump	150 inches
Type of Hopper	Steel
Size of Hopper	4.9 yards
Drive Engine HP	300
Drive Engine Type	Cummins Diesel
Engine: Tier 4 compliant? Yes or No	Yes
Auxiliary Engine Type	N/A
Auxiliary Engine HP	N/A
Turning Radius	22.5 feet
Fuel Tank Capacity (in gallons)	50
Frame, Chassis	5/16" Steel Frame
Transmission Type	Allison 3500 Automatic
Rear Axle Rating	23,000 Lbs.
Rear Suspension Rating	23,000 Lbs.

12,000 Lbs.
Air Antilock
Dual Steering
page)
11R 22.5 14 ply
11R 22.5 14 ply
Air conditioning
160
(2) 12 volt 1850 CCA
All guages for chassis and sweeper, coolant temp, oil pressure, tachometer. Controls for right and left drive sides.
Fuse
Light packages optional
Roll down
Roll down
4 or 5 segment wire fill, 41.8"
Cable Wrap or Disposable Core, 36"
10'5" standard sweep width, 12" in wide sweep mode.
Polyethylene
300 gallons
2-stage vertical mast
Sweeper body: 1 year or 1,100 hours. Chassis: standard Freightliner warranty.

Total Base Unit Price:	273,000	
Base Body (If applicable) Price:	172,000	
Base Chassis (If applicable) Price:	101,000	

Contract No. 190611 Price Schedule - Effective March 23, 2021 STREET SWEEPER: 4-WHEEL SWEEPER OPTIONS BASE UNIT REQUIREMENTS SPECIFICATION NO. 3.2

	VENDOR NAME:Hardline Equipment					
	MAYE AND MODEL OFFERED. As a second of the s					
	MAKE AND MODEL OFFERED: Nescon Xbroom	Qty	T	Price		Subtotal
	Unit Base Price:		\$	273,000.00	\$	•
Spec No.	Description	Qty		Price		Subtotal
3.2.1	CAB ACCESSORIES/OPTIONS: Use this section to list operator station accessories/options.					
	Backup Camera - 1 Camera Dual Camera - Hopper and Backup		\$	1,100.00		
	Triple Camera - Hopper/Backup/LH GB		\$	1,300.00	\$	
3214	Quad Camera System		\$		\$	
3215	Chrome Heated Mirrors		\$	500.00		
	Chrome Front Bumper Power Windows/Doors Locks		\$	450.00	_	
	Front Cab Visor		\$	450.00 350.00	\$	
3.2.1.9	Custom Color Option		s		s	
3.2.1.10	Cab Controlled Variable Motor Speeds		S	4,000.00	\$	
	SWEEPER OPTIONS: Use this section to list broom/sweeping options. Optional Main Broom (Cable Wrap, Tube Style, Strip Style, Wire/Poly Mix			0.500.00	•	
	Main Broom Down Pressure Option		\$	2,500.00 1,000.00	\$	
	Left Hand Wide Sweep		\$	350.00	\$	
3.2.2.4	Variable Width Gutter Brooms		\$	1,500.00	\$	
	ENGINE/TRANSMISSION OPTIONS: Offer engine and powertrain options. Any engines that are Tier 4 compliant must					
3.2.3	be identified as a Tier 4 engine.					
	N/A		N/A			#VALUE!
324	TIRE/RIM OPTIONS: Use this section to list offered tire/rim options.					
3.2.4.1	Aluminum Wheels, 6 Polished		5	1,850.00	s	
	LIGHTS/CAB EXTERIOR OPTIONS. Use this section to list offered lights and cab exterior options.					
	Beacon, Wired to Top of Hopper, Includes Work Light in Hopper Advanced Arrow. 25 LED 4" amber lights with separate controller. Can flash sequential Chevrons, arrows, alternating		\$	700.00	5	-
	diamonds , and horizontal bar.		5	1,650.00	\$	
	Work Lights on Top of Rear Panel Light Package (8 Strobes, 1 Light Bar)		\$		\$	
	Clear Lights (Arrow Board, Stop/Turn/Reverse, Marker)		5	1,500.00 350.00	5	<u>:</u>
				000.00	-	
	HOPPER ACCESSORY OPTIONS: Use this section to offer hopper accessory options.					
	Stainless Hopper Bottom, Door Door Controls (Broom and Hopper)		\$	10,000.00	_	
	Manual "On-The-Fly" Elevator Run/Off/Rev		S	1,000.00 250.00	\$	
					-	
	WATER SYSTEM OPTIONS: Use this section to offer water system options. Fill Hose Kit			400.00		
	25' Truck Washdown Kit		\$	400.00 275.00		.
				210.00	-	
	OTHER OPTIONS: Use this section to offer other options, if applicable.					
	Stainless Tool Box Broom/Shovel Holder		\$	600.00	_	
	Extra Endslides		\$	185.00 550.00	\$	- :
					_	
	Price:					
3.2.9	DELIVERY CHARGES - SEE SPECIAL TERMS AND CONDITIONS	NO FLAT RATE ALLOWED				
	DELIVERY STARTING POINT - City, State, Zip	Mesa, AZ, 85205	7.3			
	PRICE PER LOADED MILE:	\$2.50				
	MINIMUM DELIVERY CHARGE (if applicable)	\$				
3.2.10	NEW EQUIPMENT RENTAL PROGRAM					
0.2.10	If rental programs are available on the new equipment offered, with the option to purchase, list the hourly/weekly/monthly					
	rental rate. Indicate the percent of rental fee paid by the purchaser that will be applied to the purchase price.					
	Hourly Rental Rate: Weekly Rental Rate:	\$	e e			
	Monthly Rental Rate:	\$				
	Percent (%) of Rental Fee applied to purchase price:	%				
	If the new rental equipment is purchased and finance charges are applicable for the actual rental term only, state the actual interest rate here:					
3.2.11	VENDOR OWNED RENTAL RETURN OR DEMO EQUIPMENT PROGRAM					
	DEDUCT cost per Used Hour from the original Contract Price	\$75	3			
3.2.12	DISCOUNT OFF LIST PRICE FOR RELATED PARTS AND ACCESSORIES	0% Discount				
	*Note: The "Discount to be Applied to Price List" must be a numeric percentage, which may include 0%. Not listing a	ON DISCOUNT				
	numeric percentage may result in your bid being rejected.					
		1-12-21				
		HardlineSweeper0				

Price Schedule - Effective March 23, 2021 STREET SWEEPER : 4-WHEEL SWEEPER UNITS BASE UNIT REQUIREMENTS SPECIFICATION NO. 3.1

Vendor Name:	Hardline Equipment, LLC	
Contact Person:	Pat Egan	
Street Address:	3087 Atwood Circle	
PO Box:		
City, State, Zip	Stillwater, MN 55082	
Phone #:	612-666-7512	
Toll Free #:		
Fax #:		
Email Address:	pat@hardlineequipment.com	
Website:		neequipment.com
	Version of Excel used:	Office 365
3.1	4-WHEEL STREET SWEEPER	
	Manufacture	M. III.
	Manufacturer	Multihog
	Make / Model	Multihog CV
	Wake / Wodel	Multillog CV
	Type of Dump	Rear
	Type of Bamp	Tour
	Height of Dump	63 inches
	3.00	
	Type of Hopper	High Grade Aluminum
	Size of Hopper	1.5 cubic yards
	Drive Engine HP	75
	Date Franks Ton	Hete Dissel
	Drive Engine Type	Hatz Diesel
	Engine: Tier 4 compliant? Yes or No	Yes
	Engine. Her 4 compliant? Tes of No	165
	Auxiliary Engine Type	N/A
	, 3	
	Auxiliary Engine HP	N/A
	Turning Radius	108 inches
	Fuel Tank Capacity (in gallons)	16
	F	
	Frame, Chassis	Steel
	Transmission Type	Understatio 2 daine medan
	папэшээшт туре	Hydrostatic, 3 drive modes
	Rear Axle Rating	5511 lbs
	. iss. 7 s.is . iding	3311103
	Rear Suspension Rating	5511 lbs

Front Axle Rating	5511 lbs
Front Suspension Rating	5511 lbs
Brakes	Hydraulic disk, Multidisk parking brake on front wheels
Steering	Hydraulic Steering with Pivot Steer
(continued on next p	300)
Tires, Front	195/75/16
Tires, Rear	195/75/16
Are air conditioning/tinted windows included? (If no, list price)	No
Alternator (Amps)	150
Battery CCA	830
Gauges	Tachometer, Coolant Temp, Fuel, Hour meter, Speedometer, Engine oil pressure/low level indicator, Coolant temp/low level indicator, Hydraulic fluid level, Parking brake indicator, Hydraulic/Transmission temp, Voltmeter, A/C indicator, Headlights/high beams indicator, Work lights indicator, Turn signals, Four way flasher, Amber lights, Air cleaner restriction.
Electrical Protection Type	Fuse
Lights other then operating lights	LED Worklights (1000 lumens), optional
LH Side Window Type	One piece slide
RH Side Window Type	One piece slide
Side Broom, type and diameter	N/A
Main Broom, type and diameter	Two brooms 35 inches diameter
Sweeper Path	47-92 inches
Water Tank Type	Polyethylene
Water Tank Size	53 gallons
Hopper Load Device	Vacuum
Warranty (Months, Years, Hours, Etc.)	12 month or 1500 hours all parts and labor, 24 month or 2000 hours only drivetrain parts.
Base Chassis (If applicable) Price:	
Base Body (If applicable) Price:	
Total Base Unit Price:	130,650
Total Base Office files.	100,000

Contract No. 190611 Price Schedule - Effective March 23, 2021 STREET SWEEPER: 4-WHEEL SWEEPER OPTIONS BASE UNIT REQUIREMENTS SPECIFICATION NO. 3.2

	VENDOR NAME:Hardline Equipment			
	MAKE AND MODEL OFFERED: Multihog CV			-
	Unit Base Price:	Qty	Price \$ 130,650.00	Subtotal S -
	Unit base File.		\$ 130,650.00	3 -
Spec No.	Description	Qty	Price	Subtotal
3.2.1	CAB ACCESSORIES/OPTIONS: Use this section to list operator station accessories/options.			
3.2.1.1	Vacuum gauge mounted in driver's cabin (697-2088)		\$ 438.75	s -
3.2.1.2	Fire Extinguisher (697-2095) Upgrade to High Back Air Suspension driver seat with 3-point seatbelt, heated base and back support, adjustable lumbar		\$ 146.25	s -
3.2.1.3	support, head rest and document pouch (697-2104)		\$ 926.25	s -
	Heated Rear View Mirrors (697-2105)		\$ 380.25	\$ -
	Cruise Control (697-2086) In-cab, electronic ground pressure control for front mounted sweeping brushes (697-2080)		\$ 633.75	s -
	Standard - White Removable Panels, Black Chassis, Cabin and Tanks (697-1050)		\$ 1,706.25 included	\$ -
	Special colors for removable panels on request (Removalble panels are wrapped in the required color before installation)		included	
2210	(697-1048) Heated windshield (697-2072)		\$ 2,437.50	\$ -
	Air Conditioning (697-2068)		\$ 2,437.50 \$ 1,702.08	\$ - \$ -
			1,702.00	-
3.2.2	SWEEPER OPTIONS: Use this section to list broom/sweeping options.			
3.2.2.1	3rd Brush Prep (697-2090)		\$ 770.25	\$ -
	3rd Brush for sweeping right or left hand side (697-2091) Heavy duty 3rd Brush suitable for normal sweeping and weed control with independent speed control (697-2102)		\$ 9,262.50 \$ 16,575.00	\$ - \$ -
	Brush 900mm Poly/Steel mix (1 brush) (697-1288)		\$ 102.77	s -
3.2.3	ENGINE/TRANSMISSION OPTIONS: Offer engine and powertrain options. Any engines that are Tier 4 compliant must be identified as a Tier 4 engine.			
3.2.3.1	Addition of reversing fans to heavy duty cooling system for engine (697-2106)		\$ 861.90	s -
3.2.3.2	4x4 Central Lock		\$ 1,803.75	s -
3.2.4	TIRE/RIM OPTIONS: Use this section to list offered tire/rim options.			
3.2.4.1	Kuhmo MT51 mud and snow tires. 245/70/16 with narrow mud guards (697-1310)		\$ 3,120.00	ls .
			0,120.00	
3.2.5	LIGHTS/CAB EXTERIOR OPTIONS. Use this section to list offered lights and cab exterior options.			
	LED front work lights (697-2073) LED rear cabin work lights (697-2108)		\$ 374.40 \$ 374.40	\$ - \$ -
	LED rear hopper work lights (697-2074)		\$ 487.50	\$ -
3.2.5.4	LED flashers front (297-2077)		\$ 292.50	\$ -
	LED flashers rear 297-2078)		\$ 292.50	S -
	LED flashers mounted on rear of suction hopper (697-2079) 2nd Flashing Beacon option		\$ 419.25	\$ -
	3-Camera kit Reversing Camera with camera mounted on rear of hopper lid, a second camera to the front of the suction		\$ 259.35	\$ -
	hood and a third camera to the rear of the suction hood (697-2075)		\$ 1,745.25	s -
	Reversing Camera mounted on rear of hopper lid (697-2101) Additional camera, Front Suction hood (697-2076)		\$ 1,218.75	s -
	Aditional camera, Profit odction hood (697-2067)		\$ 438.75 \$ 438.75	\$ - \$ -
	300-300 (200-300-300-300-300-300-300-300-300-300-		400.70	•
3.2.6.1	Frame to demount suction hopper from machine (697-2069)		\$ 2,242.50	\$ -
3.2.7	WATER SYSTEM OPTIONS: Use this section to offer water system options.			
	Water Recycling System (850DK.02.11)		\$ 980.00	s -
3.2.7.2	High pressure wash-down Pump and Lance with retractable hose reel. Hose length-10m. Maximum pressure - 170 bar. Maximum flow-22 Vm (697-2070)		\$ 3,851.25	s -
3.2.7.3	High pressure wash-down Pump and Lance. Hose length-10m. Maximum pressure - 170 bar. Maximum flow-22 l/m (697-		0,031,23	•
2274	2107) Wander hose (697-2065)		\$ 3,305.25	s -
3.2.7.4	Wallust 1056 (091-2005)		\$ 1,462.50	\$ -
3.2.8	OTHER OPTIONS: Use this section to offer other options, if applicable.			
	Storage frame (697-2068)		\$ 663.00	s -
	Standard 7,716 gross vehicle weight rating (697-2064) Increased to 8,818 gross vehicle weight rating (697-2092)		included	
	2-year or 2000 hour parts and labor warranty		\$ 3,223.35 \$ 2,995.00	\$ -
	3-year or 3000 hour parts and labor warranty		\$ 3,995.00	s -
	3-year or 3000 hour parts and labor warranty		\$ 3,995.00	\$ -
	Snow Brush		\$ 12,012.00	s -
	Ribbon Snow Blower Dual Auger Box Blower		\$ 38,001.60	\$ -
	Snow Brush		\$ 12,000.00 \$ 12,012.00	\$ -
	Snow Plow		\$ 12,012.00 \$ 11,076.00	\$ - \$ -
	Hydraulic Folding Wing Plow		\$ 18,495.00	s -
	Broadcast Salt Spreader with Easycon Controller		\$ 31,847.40	\$ -
3 2 8 14	Batwing Mower		¢ 25 700 05	•

	Flail Mower		\$	15,177.24	\$
3.2.8.16	Boom Arm Mower		5	36,586.68	\$
	Rotary Mower		\$	19,081.06	\$
	Water Tank		\$	4,000.00	\$
3.2.8.19	Glycol Rocovery Unit		\$	113,997.00	\$ 1151
	Price:				
3.2.9	DELIVERY CHARGES - SEE SPECIAL TERMS AND CONDITIONS	NO FLAT RATE ALLOWED			
	DELIVERY STARTING POINT - City, State, 2	in Commerce City, CO, 80022			
			•		
	PRICE PER LOADED MIL		-		
	MINIMUM DELIVERY CHARGE (if applicab	le) S			
3.2.10	NEW EQUIPMENT RENTAL PROGRAM				
	If rental programs are available on the new equipment offered, with the option to purchase, list the hourly/weekly/monthly				
	rental rate. Indicate the percent of rental fee paid by the purchaser that will be applied to the purchase price.				
	Hourly Rental Rate:	\$	-		
	Weekly Rental Rate:	\$			
	Monthly Rental Rate:	S	•		
	Percent (%) of Rental Fee applied to purchase price:	%	-		
	If the new rental equipment is purchased and finance charges are applicable for the actual rental term only, state the actual interest rate here:				
3.2.11	VENDOR OWNED RENTAL RETURN OR DEMO EQUIPMENT PROGRAM				
	DEDUCT cost per Used Hour from the original Contract Price	\$75			
3.2.12	DISCOUNT OFF LIST PRICE FOR RELATED PARTS AND ACCESSORIES *Note: The "Discount to be Applied to Price List" must be a numeric percentage, which may include 0%. Not listing a numeric percentage may result in your bid being rejected.	0% Discount	-12.		
	Price List Date and Numbe	1-12-21 HardlineSweeper000			

EXHIBIT D, SUPPLEMENT 1 SAMPLE INVOICE

Invoice

Po Box 39

www.hardlineequipment.com

Henderson, Co. 80640 Phone: 303-288-8989 Fax: 303-288-8787

Due Date	Date	Invoice #
2/20/2021	1/21/2021	42202110

Bill To	
State of Minnesota	
50 Sherburne Ave, Suite 112	
St. Paul, MN 55155	

Ship To		
50 Sherburne Ave, Suit St. Paul, MN 55155	e 112	

P.O. Number	Terms	Rep	VIN#	Body S/N#	Body Model #
	Net 30	PE			Dulevo 850 Mini

Item Code	Quantity	U/M	Description	Price Each	Amount
Item Code Sweeper	Quantity 1	U/M	Contract Number: 190611 Dulevo - 850 Mini Sweeper Tier IV Equivalent Equipped with: - Engine - 43 HP, Yanmar -1.4 Cubic Yard Stainless Steel Hopper (850DK.09.25) -Vortex Pre-Filter for Endothermic Engine (850DK.05.05) (Required for USA) - Hydraulic Traction with Variable Pump and 2 Hydraulic Motors Directly Connected to the Rear Wheels - Hydraulic Power Steering with Central Articulated	Price Each 97,570.00	Amount 97,570.00
			Joint DOT Type Approved Lighting System One Seat Cab Equipped with Heat, Large Glass Surfaces, and Safety Belts Sweeping System Equipped with 2 Front Side Brooms Near the Suction Inlet for Variable Sweep Widths Vacuum System Equipped with High Water Lift Hydraulic Suction Turbine Vacuum Inlet Equipped with Manual Control Flap (For Allowing Large Items into Nozzle) Easy Access Suction Hose Water System Consists of Water Tank, Spray		
Print:				Total	
Sign:		Da	te:	iolai	



Invoice

Due Date	Date	Invoice #
2/20/2021	1/21/2021	42202110

Phone: 303-288-8989 Fax: 303-288-8787 www.hardlineequipment.com

Bill To	
State of Minnesota	
50 Sherburne Ave, Suite 112	
St. Paul, MN 55155	

Ship To	
50 Sherburne Ave, Suite 112 St. Paul, MN 55155	

P.O. Number	Terms	Rep	VIN#	Body S/N #	Body Model #
	Net 30	PE			Dulevo 850 Mini

Item Code	Quantity	U/M	Description	Price Each	Amount
			Nozzles on Side Brooms, 2 Spray Nozzles on Vacuum Nozzle - Manual Tool for Cleaning the Vacuum Nozzle (Access Located Under Driver Seat) - Air Conditioning System - Extra Traction for Difficult Terrain - Hydraulic Side Shift for Side Brooms - Brigade Color Camera with 7" Monitor - User Manual, Maintenance Manual, Parts CD - Tinted Windows and Doors (850DK.06.27) - Wax Film for Sea Freight - Freight and Port Fees		
Sweeper	1		Broom Rotation Reverse Switch (850DK.11.08)	700.00	700.00
Sweeper	1		High Pressure Washer Includes Gun and Hose Reel (850DK.02.07) (Not Usable with Front Flange Used With Winter Attachments)	4,140.00	4,140.00
Sweeper	1		Water Recycling System (850DK.02.11)	980.00	980.00
Sweeper	1		3M Reflective Tape (850DK.13.24)	250.00	250.00
Sweeper	1		Hydraulic Oil Low Level Gauge (850DK.21.18)	180.00	180.00
Sweeper	1		Brigade Acoustic Reverse Signal (Self Leveling) (850DK.21.10)	180.00	180.00
Sweeper	1		Pneumatic Sprung Seat (850DK.06.11)	850.00	850.00
Sweeper	1		Electrically Controlled and Heated Mirrors (850DK.06.17	900.00	900.00
Sweeper	1		LED Lights located on Vacuum Nozzle (850DK.12.07)	700.00	700.00
Sweeper	1		Customized Paint (Chassis Excluded) (850DK.13.10)	1,210.00	1,210.00
Print:				Total	
Sign:		Da	ite:	iolai	



Phone: 303-288-8989 Fax: 303-288-8787

www.hardlineequipment.com

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Due Date	ue Date Date	
2/20/2021	1/21/2021	42202110

Bill To	Ship To	
State of Minnesota 50 Sherburne Ave, Suite 112 St. Paul, MN 55155	50 Sherburne Ave, Suite 112 St. Paul, MN 55155	

P.O. Number	Terms	Rep	VIN#	Body S/N#	Body Model #
	Net 30	PE			Dulevo 850 Mini

Item Code	Quantity	U/M	Description	Price Each	Amount
Sweeper	1		AM/FM/USB/CD with 2 Loud Speakers (850DK.21.03)	480.00	480.00
Sweeper	1		Side Suction Hose - 118" Length (850DK.03.02)	1,740.00	1,740.00
Sweeper	1		Water Kit for Side Suction Hose (850DK.03.08)	360.00	360.00
Sweeper	1		Salt Spreader (850DK.09.10)	8,130.00	8,130.00
Sweeper	1		Snow Blade (Must Purchase Flange) (850DK.09.11/1)	8,660.00	8,660.00
Sweeper	1		Flange System for Quick Change Snow Accessories (850DK.09.12/1)	7,860.00	7,860.00
Sweeper	1		Snow Brush (850DK.09.13)	9,990.00	9,990.00
Sweeper	1		Spare Tire and Wheel (Not Mounted) (850DK.07.01)	590.00	590.00
Print:Sign:		Da	te:	Total	\$145,820.0

Thank you for your business. Sales Tax Notice: Hardline Equipment LLC will be collecting all Sales Taxes due unless Buyer provides exemption documentation acceptable to your jurisdiction. This includes, but not limited to, all affiliated Nexus interstate Sales Taxes for your specific state and jurisdiction. This is subject to change. If Sales Tax is not presented on this document Hardline Equipment reserves the right to collect and remit sales taxes to comply with your state and jurisdiction regulations. By receiving this document, you agree to the collection of Sales Taxes.

EXHIBIT D, SUPPLEMENT 1 SAMPLE QUOTE



Po Box 39 Henderson, Co. 80640

Proposal

	_		
Date	No.		
1/20/2021	1471		

Phone: 303-288-8989 Fax: 303-288-8787 www.hardlineequipment.com

Name / Address	Ship To
State of Minnesota 50 Sherburne Ave, Suite 112 St. Paul, MN 55155	50 Sherburne Ave, Suite 112 St. Paul, MN 55155

P.O. No.	Rep		VIN#		Body S/N #	Body	Body Model #	
PE ltem Qty U/						Dulevo 850 Mini		
		U/M	Description			Rate	Amount	
Sweeper	1		Equipped wit - Engine - 43 -1.4 Cubic Ya (850DK.09.2) - Vortex Pre-F (850DK.05.0) - Hydraulic Mowels - Hydraulic Mowels - Hydraulic Poolint - DOT Type A - One Seat Ca Surfaces, and - Sweeping Sy Brooms Near Widths - Vacuum Sys Hydraulic Suc - Vacuum Inle (For Allowing - Easy Access - Water Syste Nozzles on Si Vacuum Nozz - Manual Too	Mini Sweeper Tier h: HP, Yanmar ard Stainless Steel H 5) Filter for Endothermi 5) (Required for US. fraction with Variabl otors Directly Conne ower Steering with G Approved Lighting S ab Equipped with He Safety Belts ystem Equipped with the Suction Inlet for stem Equipped with ction Turbine et Equipped with Ma g Large Items into N s Suction Hose m Consists of Water ide Brooms, 2 Spray	copper cic Engine A) e Pump and 2 cted to the Rear Central Articulated cystem cat, Large Glass a 2 Front Side c Variable Sweep High Water Lift anual Control Flap ozzle) Tank, Spray Nozzles on acuum Nozzle	97,570.00	97,570.00	

Proposal Valid For 30 Days From Proposal Date

Total



Phone: 303-288-8989 Fax: 303-288-8787

www.hardlineequipment.com

Proposal

Date	No.
1/20/2021	1471

Name / Address	Ship To
State of Minnesota 50 Sherburne Ave, Suite 112 St. Paul, MN 55155	50 Sherburne Ave, Suite 112 St. Paul, MN 55155

P.O. No.	Rep		VIN#	Body S/N #	Body	Model #
	PE				Duleve	850 Mini
Item	Qty	U/M	Descr	iption	Rate	Amount
			- Air Conditioning System - Extra Traction for Difficult Terrain - Hydraulic Side Shift for Side Brooms - Brigade Color Camera with 7" Monitor - User Manual, Maintenance Manual, Parts CD -Tinted Windows and Doors (850DK.06.27) -Wax Film for Sea Freight -Freight and Port Fees			
Sweeper	1		Broom Rotation Reverse S		700.00	700.00
Sweeper	1		High Pressure Washer Includes Gun and Hose Reel (850DK.02.07) (Not Usable with Front Flange Used With Winter Attachments)		4,140.00	4,140.00
Sweeper	1		Water Recycling System (850DK.02.11)		980.00	980.00
Sweeper	1		3M Reflective Tape (850D		250.00	250.00
Sweeper	1		Hydraulic Oil Low Level (180.00	180.00
Sweeper	1		Brigade Acoustic Reverse Signal (Self Leveling) (850DK.21.10)		180.00	180.00
Sweeper	1		Pneumatic Sprung Seat (850DK.06.11)		850.00	850.00
Sweeper	1		Electrically Controlled and Heated Mirrors (850DK.06.17		900.00	900.00
Sweeper	1		LED Lights located on Va (850DK.12.07)	cuum Nozzle	700.00	700.00
Sweeper	1		Customized Paint (Chassis (850DK.13.10)	Excluded)	1,210.00	1,210.00
Sweeper	1		AM/FM/USB/CD with 2 L (850DK.21.03)	oud Speakers	480.00	480.00
Sweeper	1		Side Suction Hose - 118" I	Length (850DK.03.02)	1,740.00	1,740.00
Sweeper	1		Water Kit for Side Suction		360.00	360.00
Sweeper	1		Salt Spreader (850DK.09.1		8,130.00	8,130.00
Sweeper	1		Snow Blade (Must Purchas (850DK.09.11/1)	se Flange)	8,660.00	8,660.00

Proposal Valid For 30 Days From Proposal Date

Total



Phone: 303-288-8989 Fax: 303-288-8787 www.hardlineequipment.com

Henderson, Co. 80640

Proposal

Date	No.
1/20/2021	1471

Name / Address	Ship To
State of Minnesota 50 Sherburne Ave, Suite 112 St. Paul, MN 55155	50 Sherburne Ave, Suite 112 St. Paul, MN 55155

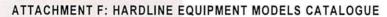
P.O. No.	Rep		VIN#	Body S/N #	Body	/ Model #
	PE				Dulev	o 850 Mini
Item	Qty	U/M	Description		Rate	Amount
Sweeper	1		Flange System for Quick Change Sn (850DK.09.12/1)	now Accessories	7,860.00	7,860.00
Sweeper	1		Snow Brush (850DK.09.13)		9,990.00	9,990.00
Sweeper	Ī		Spare Tire and Wheel (Not Mounted (850DK.07.01)	i)	590.00	590.00
Sweeper	1		Hydraulic Jack (850DK.07.05)		350.00	350.00

Proposal Valid For 30 Days From Proposal Date

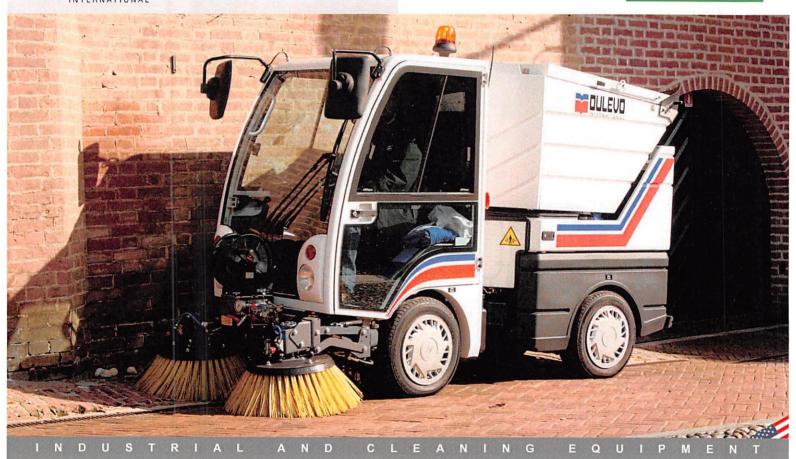
Thank you for your business. Sales Tax Notice: Hardline Equipment LLC will be collecting all Sales Taxes due unless Buyer provides exemption documentation acceptable to your jurisdiction. This includes, but not limited to, all affiliated Nexus interstate Sales Taxes for your specific state and jurisdiction. This is subject to change. If Sales Tax is not presented on this document Hardline Equipment reserves the right to collect and remit sales taxes to comply with your state and jurisdiction regulations. By receiving this document, you agree to the collection of Sales Taxes.

Total \$145,820.00









850

Concept

The 850 is, thanks to the excellent synergy of compact design, superlative sweeping efficiency and the large waste hopper capacity, the smallest road sweeper of its class.

Modern design, innovative constructions and effective solutions for applications make the 850 to the perfect working tool for all seasons.

Latest technology and the used high-quality components ensure the high quality demands of the market.

Next to the normal operating spectrum of out door surfaces, cycle paths and pedestrian areas, the 850 is particularly suitable for hard to reach or low areas as parking lots because of its perfect machine dimensions and the manoeuvrability.











Environment

Environmental awareness and Dulevo belong together since time immemorial. Low noise and dust emission belong as well as low water and fuel consumption to the basic concept of the 850.

Comfort

In addition to the application specifications, the ergonomics and operator's comfort are a priority. The over-sized standard tires, axles suspension and ideal weight distribution insure a balanced and safe driveability.

The powerful drive transmission ensure the use in difficult conditions and on slopes. The hydraulically assisted steering greatly simplify complex manoeuvres.



N D U S T R I A L A N D C L E A N I N G E Q U I P M E N T

Working performance The 850 is reaching due to the flexible adjustable working width of the side brushes a maximum of productivity. The unique suction mouth and the powerful suction turbine pick up highly effective material as grit, sand and bulky debris. The large water capacity ensure highest operating autonomy and reduce resetting times. The performance can be increased by the optional and innovative recycling system. Access & Service Access & Service The innovative, modular structure, without the use of electronic and belt driven components and the easily removable side-mounted water tanks, simplify the access to all important components for service and maintenance. An additional maintenance hatch below the driver's seat and the button window support easy daily interventions on the suction mouth and hose.

Cabin

The symmetrically arranged cabin of the 850 has been developed for the best operators comfort. An additional insulation, springs and the separation of the cabin from the main sources as engine and turbine, protect the operator from noise emissions and vibrations.

The generous interior space of the cabin makes the machine to an extremely comfortable workplace.

The large window surfaces of the cab allows the unobstructed all-round view of the working area. The standard equipment include heated mirrors and air condition.





Operations

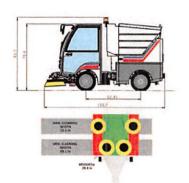
The steering column is individually adjustable, the laterally disposed and intuitive control panel is due to self-explanatory function buttons ease to use and avoid operating errors.

The side brush units are controlled by a joystick of the ergonomic positioned control unit located at the arm rest.

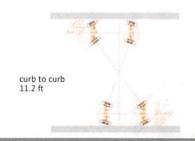








TECHNICAL DATA		850
Variable sweeping width	in	59.1 - 72.1
Waste container capacity	yd ³	1.1
Dumping height	in	56.2
Seats in the cabin	n°	1
Cleaning performance	ft²/h	236,720
Maximum speed	mph	18.7
PM 10 filtration	%	99
Engine Brand		KUBOTA
Fuel		DIESEL
Length	in	113.15
Width	in	42.6
Height	in	81.5





DULEVO INTERNATIONAL S.P.A.

Via G.Guareschi,1 - 43012 - Fontanellato (Parma) Italia ph: +39 0521 827711 - Fax: +39 0521 827795 info@dulevo.com - www.dulevo.com

























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Comfort

Operators comfort and ergonomics are our priority together with application specifications. Effective axle suspensions and ideal weight distribution insure a balanced and safe drive ability. The powerful drive transmission guarantees the use in difficult conditions and on slopes too.





Cabin

The generous interior space of the cabin and the quality seats make the machine an extremely comfortable workplace. An additional insulation and springs protect the operator from noise emissions and vibrations.

The large window surfaces of the cab allow the all-round view of the working area. The standard equipment includes heated mirrors, air condition and a charging plug for mobile devises.



Environment

Dulevo and environmental awareness belong together since several time. Lowest noise, dust emission, lowest water and fuel consumption are the basic concept of Dulevo 3000. With a proofed fine dust reduction of 100% (compared to standard suction sweeping equipment) and a water saving of up to 60%, Dulevo 3000 fulfils all the environmental future demands.

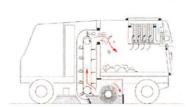
Fine dust emissions - System related differences:



Traditional suction system

Traditional filter





Dulevo Patented Mechanical-suction-filter system

Dulevo filter



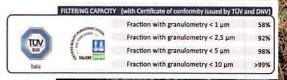
Dulevo International unique filtration technology

In cooperation with Gore® Dulevo developed the only worldwide existing full fine dust filtration sweeper. This mechanical-suction-filtration system grants with the exclusive application of the Gore® technology a total abatement of PM10 particles.

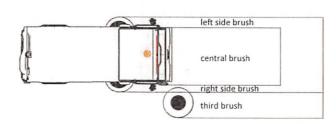
Further benefits of the filter technology are:

- No Maintenance
- Self cleaning effect
- Highest proofed absorbing of PM10 / PM5 / PM2,5 / PM 1
- Granted constant & durable filtering
- 35 % higher Airflow
- Resistance against water, oil, fats, chemical agents, etc

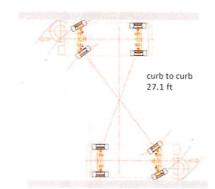
GORE dust filters installed in the industrial sweeper have 5 YEARS warranty.



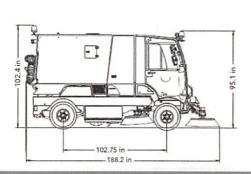


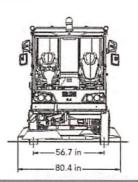






TECHNICAL DATA		3000
Sweeping width		
- With central brush	in	51.1
- With side brushes	in	82.7
- With third brush	in	114.2
Waste container capacity	yr³	4.4
Dumping height	in	63
Seats in the cabin	n°	2
Cleaning performance	ft²/h	936,120
Maximum speed	mph	20
PM 10 filtration	%	99
Engine Brand		VM
Fuel		DIESEL





DULEVO INTERNATIONAL S.P.A.

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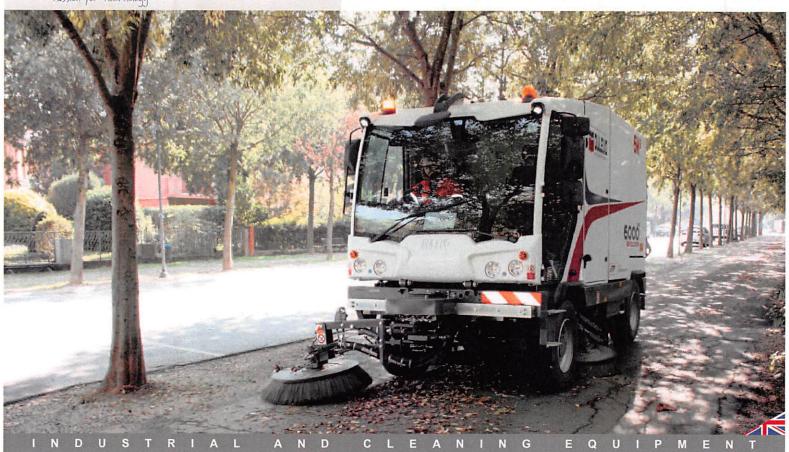
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6000 REVOLUTION







Comfort

Operators comfort and ergonomics are our priority together with application specifications. Effective axle suspensions and ideal weight distribution insure a balanced and safe drive ability. The powerful drive transmission guarantees the use in difficult conditions and on slopes too. The hydraulically assisted and the synchronized four-wheel-steering greatly simplify complex manoeuvres.





Cabin

The generous interior space of the cabin and the quality seats make the machine an extremely comfortable workplace. An additional insulation and springs protect the operator from noise emissions and vibrations.

The large window surfaces of the cab allow the all-round view of the working area. The standard equipment includes heated mirrors, air condition and a charging plug for mobile devises.



Environment

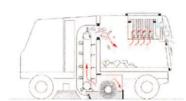
Dulevo and environmental awareness belongs together since several time. Lowest noise, dust emission, lowest water and fuel consumption are the basic concept of Dulevo 6000 Revolution. With a proofed fine dust reduction of 100% (compared to standard suction sweeping equipment) and a water saving of up to 60%, Dulevo 6000 Revolution fulfils all the environmental future demands. The engine respects the latest EU emission regulations.

Fine dust emissions - System related differences:



Traditional suction system





Dulevo Patented Mechanical-suction-filter system

Dulevo filter



Dulevo International unique filtration technology

In cooperation with Gore® Dulevo developed the only worldwide existing full fine dust filtration sweeper. This mechanical-suction-filtration system grants with the exclusive application of the Gore® technology a total abatement of PM10 particles.

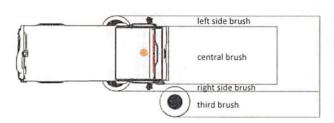
Further benefits of the filter technology are:

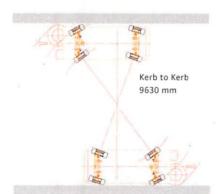
- No Maintenance
- Self cleaning effect
- Highest proofed absorbing of PM10 / PM5 / PM2,5 / PM 1
- 5 Years Warranty
- Granted constant & durable filtering
- 35 % higher Airflow
- Resistance against water, oil, fats, chemical agents, etc

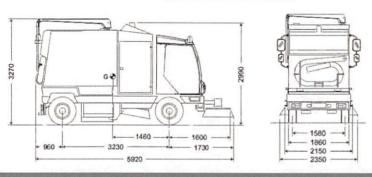
GORE dust filters installed in the industrial sweeper have 5 YEARS warranty.













Technical data		6000 Revolution	
Sweeping width:			
-with central brush	mm	1300	
-with side brushes	mm	2600	
-with third brush	mm	3500	
Central brush diameter	mm	650	
Side brushes diameter	mm	1100	
Third brush diameter	mm	1300	
Waste hopper capacity	L	6200	
Dumping height (opt)	mm	1150 - 2200 (opt)	
Water tank capacity	L	425 (500)	
Seats in the cabin	n°	2 o 3 (opt)	
Cleaning performance	m²/h	105000	
Maximum speed	Km/h	42	
Filtration PM10	%	99	
Engine "Make"		FTP Industrial (IVECO)	
Alimentation		Diesel	
Weight	Kg	7850	

DULEVO INTERNATIONAL S.P.A.

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CV MULTI-PURPOSE SWEEPER

MORE THAN JUST A SWEEPER









CV FEATURES

- Compact, multi-purpose sweeper with capacity to work 365 days per year, making the most of tight equipment budgets.
- Dedicated all-terrain vehicle with the option to change front brushes to other attachments (snow plough/mower/etc.).
- Boasts one of the cleanest engines on the market with environmentally friendly stage V emissions.
- Available in either 3500 kg (7716 lb) or 4000 kg (8818 lb) GVW models, both designed with heavy focus on operator comfort and safety.
- All sweeper functions are controlled from a floating multifunctional armrest, which is ergonomic and moves with the operator.
- Each brush is independently controlled via miniature joystick; a third brush may be added if required.
- Incredibly simple operation switch from drive mode to sweep mode and back again at the push of just one button.
- Built-in heavy-duty cooling for working in hot climates and features a 200 litre (53 US gal) water tank for optimal dust suppression.
- Full independent spring and damper suspension on each wheel creates a superbly comfortable working environment.

Your local authorised dealer is:

- Multihog Global Headquarters,
 Finnabair Business Park, Dundalk, Co. Louth, Ireland.
- +353 42 9386738 / 443 852 1842 (US)
- www.multihog.com













High Production, Efficient Pickup Broom



- Extra Large Hopper (5 Yards Net)
- 12" Touchscreen Controls
- 300+ HP high-torque engine
- · Operates all brooms at Engine Idle
- High-Efficiency triple pump Hydraulic System
- · Dual Operator stations
- Fast, Space saving Hopper Lift System
- Superior Maintenance Access

Innovative Products for the road building and maintenance industry.

www.nescon.co 480-505-0001

X-Broom by Nescon

The *X-Broom* pickup broom was designed for heavy duty, high production sweeping. The broom is ideal for cleanup behind **milling** or **chipping** operations. The extra large hopper capacity means more time sweeping and less time dumping. The high efficiency hydraulic system and the high torque engine enable the broom to sweep at engine idle, minimizing brake riding. The unique lift system can dump faster and higher and leaves the center of the truck wide open for maintenance. The PLC control system fully automates the sweeping process enabling the operator to concentrate on driving and traffic. The broom was designed for easy access to all components for maintenance. All broom components are powder coated to stand up to harsh environments.



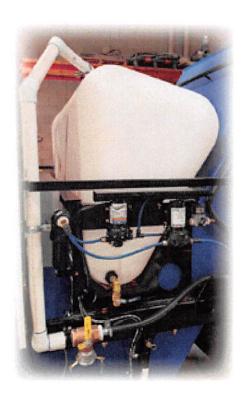
Truck Chassis

The *X-Broom* is built on a Freightliner M2 chassis. It is powered by a 300 horsepower, 860 ft-lb torque Cummins engine that meets all 50 states emission requirements and clean idle. The truck comes standard with a 6-speed Allison automatic transmission and a 2-speed rear end. The rear suspension is air-ride with a 23,000 lb axle and the front axle is rated at 12,000 lb. The fuel tank is 50 gallons, the mirrors are powered and heated, and the truck comes standard with dual driver positions.



Water System

The water system consists of two electric pumps. One pump is sufficient for PM-10 operations. The second pump can be selected with the "Max" water function on the touch screen, and is available for a backup. The operator can select an "Economy" mode on the PLC for low water use or the "Max" mode for dry sweeping conditions. The standard water tank is 300 gallons and there is a water level gauge display with a low level alarm. The pumps can run dry without damage. A 5 tip front spray bar is standard along with 3 spray tips on each gutter broom and a spray bar in front of the main broom. The system pumps and tips are designed for misting, (smaller drop size), doing a better job knocking down dust while minimizing water use. The spray bar valves and pumps are automatically controlled.



Elevator System

The elevator is a drag slat type conveyor. Unique features include a longer, steeper design with 14 bucket type slats with replaceable rubber squeegee flights, polyurethane shaft sprockets, and dual steel roller chain. The elevator is driven with a hydraulic motor directly mounted to the elevator head shaft. There are no drive chains or sprockets to wear out and replace. There is a standard jam indicator that alerts the operator if there is a blockage. The speed of the conveyor is easily adjusted without tools and the RPM is displayed on the touch screen. The motor can be reversed in case of a jam. The elevator bottom sweeping height can be set into the PLC and this height will be repeated each time the elevator is lowered to sweep as well as adjusted manually from the touchscreen. The elevator is tilted back with two hydraulic cylinders.

With hopper raised, all frame components are very accessible.

Gutter Brooms

The gutter brooms are a full floating, trailing arm, air-bag suspended design. The gutter broom speed is variable and the down pressure is adjusted from the cab. Both brooms are reversible. The extension of the gutter brooms is with pneumatic cylinders and the width is infinitely adjustable. The steel broom disc protects from curb strikes and has mounting holes for either 4 or 5 segment replaceable gutter brooms. Each gutter broom has standard hydraulic tilting left or right from the cab. No failure prone electric actuators.

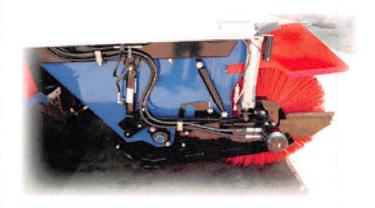
The gutter brooms are suspended with an air bag and the linkage joints are all sealed ball bearings. This very low friction design allows for the ability to sweep with extremely light down pressure, greatly extending broom life. There is also a remote extension device for cul-de-sacs.

Main Broom

The main broom is 60" wide with replaceable poly or steel wafers. The suspension of the broom provided by low friction air cylinders and the down pressure is adjusted by individual left and right side precision regulators. The operator can select a light, medium, or heavy sweeping down pressure on the touchscreen. The computer will adjust the down pressure of the left and right sides of the broom to maintain even wear, eliminating broom coning. Broom adjustments are much easier with this system than the springs, chains, and adjustment bolts of other systems. The air suspension will automatically compensate as the broom wears. The broom drive is with a floating hydraulic motor rigidly coupled to the 2" broom shaft. This eliminates the wear and replacement of drive chains and sprockets. Bearings are sealed, self-aligning, 2-bolt pillow blocks for quick broom changes. The low friction air cylinders have quick exhaust valves that allow the broom to stay in contact with the ground over rough terrain, even when driving over a speed bump.







Control System

The control used on the X-Broom is an industrial grade Programmable Logic Controller (PLC) with a 12" touchscreen display panel. This enables fully automatic operation of the sweeping functions. The operator just touches a "GO" button or move the joystick and the PLC activates all the functions needed to sweep. This involves starting, lowering, and extending the gutter brooms, starting the elevator and lowering to the desired height, lowering the skid shoes and main broom and starting the broom motor, opening the water spray valves and starting the water pump(s). The PLC always monitors the position of the elevator, insuring that it is fully forward before starting. It also monitors the hydraulic temperature and level and will flash a warning on the display to alert the operator. The PLC will automatically raise all brooms if the transmission is placed in reverse. There is a "Pause" button that will stop the brooms, elevator, and water sprays but leave the brooms down if the sweeper has to stop for traffic. The "STOP" button will stop and raise all brooms. stop and raise the elevator, and turn off the water sprays and pumps. The elevator can be programmed to continue to run for up to 6 seconds to empty out.

With total automatic operation, the operator can concentrate on driving and traffic rather than making sure all the right switches are on.

The compact size of the touchscreen control panel leaves more space available in the cab versus the huge consoles of other brands.



The operator touches LEFT GUTTER BROOM to enable if they want it to run during sweeping operation. Moving the joystick left LEFT GUTTER BROOM will do the same.

The operator selects OFF. ON WITH MASTER or ON ALWAYS to control the front spray bar. Rear spray bar controls below.

OFF

Push to Enable

SCREEN

OPERATING SCREEN

9.99

BOTTOM

вплом сип.

PURSH FOR HORFIER CONTROL

ALARM WINDOW Notification area for any alarm condition such as: elevator jam. low water, or hydraulics issue

RIGHT GUTTER BROOM

BROOM MASTER

The operator touches RIGHT **GUTTER BROOM to enable** if they want it to run during sweeping operation. Moving the joystick right will togale on or off.

ON WITH MASTER ON FRONT WATER SPRAY LIGHT MED HEAVY

The operator selects LIGHT, MED, or HEAVY main broom sweep force.

The operator selects **ECONOMY or MAX water** spray modes.

The operator selects LEFT, RIGHT, or BAR to flash patterns on the arrow board on the back of machine.

Operator selects STOP to stop all sweeping operations, stop all water sprays, and raise all brooms and the elevator.

Buttons to navigate to other screens.

Water tank level.

Button to activate hydraulic pumps.

Operator sets value for elevator sweeping height. Buttons to manually raise and lower elevator. Display of elevator speed in RPM.

Button to change the joystick function from **BROOM CONTROL** to HOPPER CONTROL.

SCREEN

Operator selects PAUSE to stop the brooms, elevator, and water sprays without lifting brooms for momentary delays, such as traffic.

999

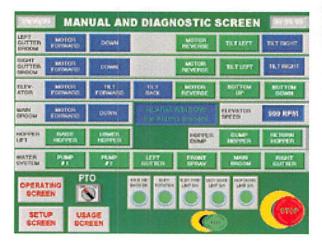
PAUSE

Operator selects GO to commence sweeping operation. The PLC will start the gutter brooms selected above, the water sprays selected above, the elevator. and the main broom.

The operator can also use the joystick to control the broom operation without having to look at the screen.

Usage Meters

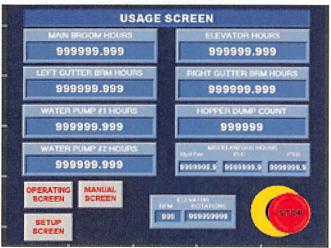
The PLC has a separate hour meter for all brooms, elevator, water pumps, hydraulic fan, PTO, and revolution counter of the elevator head shaft. The PLC also keeps a count on how many times the hopper has dumped. This lets you track broom wear to actual operating hours of the individual broom.



Setup Screen

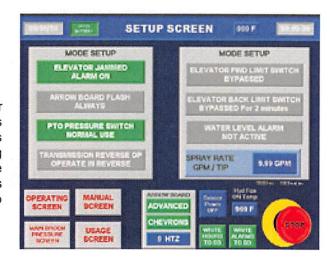
The setup screen is for configuring the computer to perform the functions desired. There are options buttons to bypass a sensor in case of a problem. This is also where you could change the function of stopping brooms when shifted into reverse and determining the flash patterns of the arrow board. This screen also has the controls for downloading production information to removable memory.





Diagnostic Screen

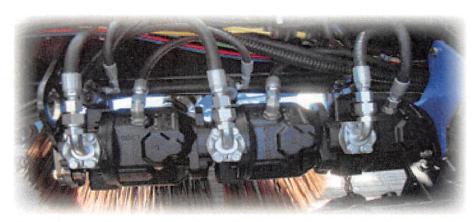
There is a screen for Manual Operation of each component for testing and diagnostics. The buttons also give a visual indication of what is "on" and the status of each limit switch. The PLC greatly simplifies the wiring to the valves and solenoids on the broom.



Hopper Dump Control

The hopper dumping functions are controlled with a joystick on the front panel. When the hopper is full, the operator will push a button on the touchscreen to enable the joystick to control the hopper dumping.

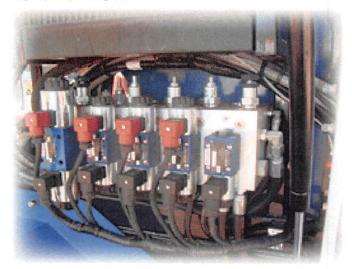
When the joystick is moved up to raise the hopper, the PLC will tilt the elevator back and insure that the elevator is clear before raising the hopper. The operator can then use the joystick to raise and dump the hopper without having to look at the screen. After lowering the hopper, the PLC will insure that the hopper is clear and then tilt the elevator forward into the hopper.



Hydraulic System

The broom uses three separate hydraulic pumps. One pump runs the gutter brooms, one runs the elevator, and one runs the main broom. Each pump is a load sensing, pressure compensated, variable volume piston pump. This is the most efficient hydraulic system available, much more efficient than single pump systems on most other sweepers. With only one pressure compensated pump, every function operates at the highest pressure needed for any single function. This causes higher horsepower and excess heating of the hydraulic fluid. With three pumps, each pump only operates at the minimum pressure needed to carry the load. The lower horsepower required saves fuel and does not require the engine to operate above idle. The hydraulic system runs much cooler than other single pump designs.

There are two valve manifolds mounted close to their functions. This puts the valves very close to the motors and cylinders minimizing the hose lengths. Notice the open access to the hydraulics and other functions provided by the large horizontal door.



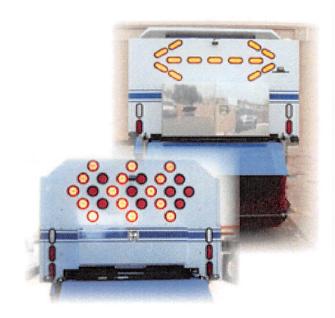


The 40 gallon hydraulic tank is mounted directly behind the cab, high on the left side. This keeps the tank away from the dirt and provides better suction flow to the pumps. There is a large in-tank return filter, glass sight level with a thermometer, and an in-tank float and over-temperature switch for operator warning indicators. Every hose has a female JIC swivel on both ends, making replacement, if necessary, easier.

Arrow Board

The *X-Broom* comes standard with high intensity arrows mounted integrally with the back housing. The arrows are made up of 13 - 24 LED sealed lights. The operator can select either a left arrow, right arrow, horizontal bar, or both arrows on the touchscreen. The lights are dual intensity, long life, low power amber LEDs. The flash speed can be set by the operator on the touch screen.

Optionally, you can get a DOT approved arrow board that is made up of 25 4" LED lights. The overall size of the arrow board is 60" wide by 30" tall. The patterns available are left or right sequential chevrons, left or right flashing arrows, horizontal bar or alternating diamonds.



<u>Hopper</u> – **X**tra Large

The X-Broom was designed to have the largest hopper volume in its class. Total volume of 6 Cubic Yards with usable net capacity of 4.9 CY. The hopper net capacity is at least twice as large as most high-lift sweepers. The elevator load point to the floor is 50 inches. Compare this to 24 inches of most other sweepers. This enables the broom to spend more time sweeping than dumping. The hopper is much larger because of not having a scissor lift underneath taking up half the volume available and the longer elevator loads the hopper from a higher level. The hopper has a large 42" long discharge door to dump the load in the center of a truck. The door has dual hydraulic cylinders and can be dumped from any height. Hopper loading can be viewed from the cab window or an access door on the left side. The hopper floor is a formed 3/16" plate for extra strength, and the hopper is treated inside and out with two coats of powder coat for long life.



Unique two-stage vertical mast enables a larger volume hopper and **completely open truck frame** for maintenance and cleaning. With the mast directly behind the cab, the hopper can extend down to the frame. The 19" of vertical height used on other manufacturer's scissor lifts is used for extra hopper volume. All moving parts roll on sealed bearings with no bushings or sliding blocks to wear out. The hopper is lifted to a height of 12'-6" and the lift capacity is 15,000 pounds.

Note the accessibility for maintenance and cleaning with hopper raised.







Truck Chassis Freightliner M2

Engine Cummins HP 300 860 ft-lb Torque Wheelbase 140"

Allison 3500, 6-spd Transmission Front Axle 12,000 lbs 23,000 lbs 2-spd Rear Axle Suspension Air Ride **GVW** 33,000 lbs

Fuel Tank (Both) 50 gallons - mounted under cab

Main Broom

Diameter 36" (914mm) Width 60" (1.52m) Poly wafers Type

Pneumatic w/precision regulators. Suspension

Light, med, heavy down pressure controlled from cab. Automatically

adjust pressure throughout broom life.

Lift Pneumatic

Drive Variable speed hydraulic motor

Dedicated load sensing pump insures constant speed Direct drive (no chains) Double row carbide

Skid Shoes

Type

4 or 5 segment wire fill

Tilt Hydraulic control from cab Diameter

Gutter Brooms

Drive Variable speed hydraulic drive

Dedicated load sensing pump for

both gutter brooms

Rotation Both brooms reversible Width Infinitely adjustable up to 140"

Down pressure Pneumatic from cab. low friction airbag

Extension Pneumatic extension and retraction

Elevator

Type Dual steel roller chain drag slat Sprockets Polyurethane

Squeegee 14 bucket type w/rubber wear strips Direct drive hydraulic motor Drive Dedicated load sensing pump

Variable and reversible from cab Speed

Lift Hydraulic

Self aligning, sealed, and shielded Bearings Sweep height Adjustable from cab

Rotation alarm Standard, RPM display, Rotation Counter

Hopper

Type: High lift, right side dump Capacity: 6 Cy total, 4.9CY Net variable to 150" Dump height: Lift capacity: 15,000lbs 2-stage vertical mast

Lift type: Max dump angle 50 degrees

Joystick or touch screen Dump controls

Lift time to max ht 15 seconds

Hydraulic System

Gauges

3 variable volume piston pumps Type

Load sensing, pressure compensated Drive By truck engine through transmission mounted PTO

Pump capacity 12 GPM each (36 total) at engine idle. 96 GPM max. Tank capacity 40 gallons, mounted high behind cab

Filtration 10 micron in-tank Cooler Thermostatically controlled fan

Site gauge/thermometer Level float and high temp switches

for PLC alarms.

Temperature displayed on touchscreen.

Hydraulic fan ON temp set on

touchscreen.

Controls

Industrial grade programmable logic controller, (PLC) 12 inch touchscreen display panel Joystick for sweeping control and hopper dump.

Options

Cab Beacon / Strobe Aluminum Wheels DOT 25-light Arrow Board Chrome Bumper, Mirrors Backup Camera

Warantee

The Nescon X-Broom is warranted against defects due to faulty materials and or workmanship for a period of 1 year or 1100 hours. The truck chassis warranty is usually 2 years with extended warranty available.

Water Spray System

Tank Capacity 300 gallons polyethylene

Pumps Dual electric

2nd pump used for max water flow automatically controlled by PLC 3 fine mist spray tips on each

gutter broom

5 spray tips on front spray bar 5 spray tips in main broom housing

80 mesh

Fill Hydrant or water truck fill w/air gap Paint Powder Coat, choice of colors

Electrical

Nozzles

Filter

Voltage 12 volts Alternator 160 amp

Circuit breakers, manual reset Protection



www.nescon.co 480-505-0001 info@nescon.co