

Admin Minnesota

Office of State Procurement

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Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529.

CONTRACT RELEASE: S-871(5)

DATE: JANUARY 22, 2024

PRODUCT/SERVICE: INDUSTRIAL SWEEPERS, SWEEPER-SCRUBBERS AND SCRUBBERS

CONTRACT PERIOD: DECEMBER 1, 2020, THROUGH NOVEMBER 30, 2024

EXTENSION OPTIONS: UP TO 12 MONTHS

ACQUISITION MANAGEMENT SPECIALIST (AMS): JACK MOORE

PHONE: 651.201.2427 **E-MAIL:** jack.moore@state.mn.us **WEB SITE:** <https://mn.gov/admin/osp/>

NOTIFICATION OF MULTIPLE AWARDS

This release contains multiple awards for similar or like items. State agencies and CPV members should review and compare all multiple award Contract Vendors in order to ensure the best value for their potential purchase. Factors such as, but not limited to, cost, equipment warranty terms, vendor location, delivery lead times, available substitutes, selected options and current fleet and equipment or parts inventory levels all may contribute to the total cost/value of an individual purchase. Multiple vendors may be able to satisfy the requirements of the purchaser and therefore it is important for the purchaser to review all Contracts and Contract prices before executing an order.

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY ARO</u>
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<u>CONTRACT VENDOR</u> TENNANT SALES & SERVICE CO	<u>CONTRACT NO.</u> 186080	<u>TERMS</u> NET 30	<u>DELIVERY ARO</u> 4 TO 11 WEEKS
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701 N LILAC DR
PO BOX 1452
MPLS, MN 55440

VENDOR NO: 0000236980-001

Garret Olson
GOVERNMENT CONTRACTS AND BIDS ADMINISTRATOR
PHONE: 800.553.8033 | **EMAIL:** CSDISTRIBUTION@TENNANTCO.COM

CONTRACT USERS. This Contract is available to the following entities as indicated by the checked boxes below

- ☒ State agencies
- ☒ Cooperative Purchasing Venture (CPV) members

STATE AGENCY CONTRACT USE. This Contract must be used by State agencies unless a specific exception is granted in writing by the AMS listed above.

STATE AGENCY ORDERING INSTRUCTIONS. Orders are to be placed directly with the Contract Vendor. State agencies should use a Contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number. Orders may be submitted via fax.

CONTRACT FEEDBACK. If these commodities or service can be better structured to help you with your business needs, let us know. We solicit your comments and suggestions to improve all of our contracts so that they may better serve your business needs. If you have a need for which no contract currently exists, or you would like to be able to use an existing state contract that is not available to your entity, whether a state agency or CPV, please contact us. If you have specific comments or suggestions about an individual contract you can submit those via the [Contract Feedback Form](#).

HOW TO USE THIS MASTER CONTRACT

☒ **Step 1: Request a Quote**

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

At a minimum the quote must include:

1. Contract vendor's name.
2. Name of contract vendor's representative providing the quote.
3. Date of quote.
4. State Contract number.
5. Description of the Contract product(s) or item(s) being provided. List Price, % off List Price, Individual Price, quantity and the agreed upon ARO.
6. Detailed description of the products that will be order and the title of the person accepted the order. Price per product ordered and state the agreed upon ARO per order.
7. Total price for all products/items quoted.

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

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

The Contract(s) pricing structure is a PERCENTAGE DISCOUNT OFF OF LIST PRICE. To calculate the Contract Price, follow the three steps detailed below.

1. Locate the appropriate price list below.
2. Calculate the Contract Price by applying the Percentage Discount Off Of the Appropriate List Price to the appropriate Price List.
3. Confirm the price offered is equal to, or lower than, the price calculated in Item 2.

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

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

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

Step 3: Establish a Purchase Order.

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

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

☒ **Step 4: Paying the final Invoice**

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

NOTE: At no time should the ordering entity pay more than the Contract price. Agencies must contact the AMS immediately and fill out a [Vendor Performance Report](#) if there is a discrepancy between the price on the invoice and the Contract price.

END OF HOW TO USE THIS MASTER CONTRACT INSTRUCTIONS

SPECIAL TERMS AND CONDITIONS

1. **SCOPE.** The purpose of this contract is to provide Industrial Sweepers, Sweeper-Scrubbers and Scrubbers, which may be purchased by State Agencies and Cooperative Purchasing Venture (CPV) members, on an as needed basis.
2. **RIGHT TO ADD.** During the term of the contract, the State reserves the right to add additional equipment and accessories, upon mutual agreement between the State and the Contractor(s) through a duly executed amendment to the contract.
3. **DELIVERY LEAD TIME.** Order lead times will be ten (10) days after receipt of order unless a mutually agreed alternate delivery date is agreed by the Contractor and the Customer.
4. **DELIVERY REQUIREMENTS.** The Contractor must notify the receiving agency at least 72 hours before delivery to allow for inspection and compliance. No delivery can be made on State holidays, Saturday or Sunday or after 4:00 p.m. on weekdays without prior approval by the agency to which the equipment is being delivered. State Holidays are: New Year, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day. The Contractor must confirm delivery locations and requirements with the Customer. Prior to delivery, the Contractor is responsible for confirming with the Customer that the delivery location will accommodate unloading the equipment.
5. **RETURNED 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.
 - 5.1 When the Customer orders the wrong part(s) in error, the part(s) 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.
 - 5.2 When the Customer orders the wrong part(s) in error, the part(s) shall be returned unused, in the original container and original packaging and without container markups. The Contractor shall accept the returned parts that were ordered in error and issue a credit (or refund) to the Customer for the original purchase price. The Contractor may charge the Customer for OEM imposed returned part restocking fees at cost. The OEM restocking fee charged to a Customer by the Contractor is limited to OEM imposed restocking fees for OEM special orders. The return shipping cost from the Customer to the Contractor shall be borne by the Customer.
6. **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 Acquisition Management Specialist/Buyer. 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.
7. **INTEREST RATE ON UNPAID BALANCE.** The Contractor may not charge interest on unpaid balances over and above what is allowed in State law. The Contractor may not calculate additional interest into the price offered for the equipment to cover expenses on unpaid balances.

EQUIPMENT SALES LITERATURE. Upon request by a State 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.

ALL EQUIPMENT OFFERED SHOULD BE AVAILABLE DURING THE INITIAL TERM OF THE CONTRACT. IF THE MANUFACTURER DISCONTINUES A MODEL NUMBER DURING THE INITIAL TERM OF THE CONTRACT, THE CONTRACTOR MUST NOTIFY THE ACQUISITION MANAGEMENT SPECIALIST (AMS) IMMEDIATELY.

IF APPLICABLE, THE CONTRACTOR MAY REQUEST TO HAVE THE MANUFACTURER'S REPLACEMENT MODEL NUMBER SUPERSEDE THE CONTRACTED MODEL NUMBER. THE CONTRACTOR MUST PROVIDE WRITTEN DOCUMENTATION FROM THE MANUFACTURER VERIFYING BOTH THE DISCONTINUED AND REPLACEMENT MODEL NUMBERS. THE REPLACEMENT MODEL NUMBER MUST MEET THE ORIGINAL SPECIFICATION AND MUST BE THE SAME PRICE AS ORIGINALLY CONTRACTED, UNLESS OTHERWISE AGREED TO BY THE AMS THROUGH A FULLY EXECUTED AMENDMENT.

NO REPLACEMENT MODELS WILL BE ALLOWED UNLESS CONFIRMED IN WRITING BY THE AMS THROUGH A FULLY EXECUTED AMENDMENT. THE STATE IS UNDER NO OBLIGATION TO ACCEPT A REPLACEMENT MODEL.

DO NOT OFFER EQUIPMENT OR OPTIONS BEYOND THE SCOPE OF THIS SOLICITATION. IF THE CONTRACTOR SUBMITS EQUIPMENT OR OPTIONS THAT DO NOT MEET THE SPECIFICATIONS AS OUTLINED OR ARE BEYOND THE SCOPE OF THIS SOLICITATION, THE STATE RESERVES THE RIGHT TO REJECT ALL OR PART OF THE OFFER. ALL EQUIPMENT AND/OR OPTIONS OFFERED BY THE CONTRACTOR THAT IS BEYOND THE SCOPE OF THIS SOLICITATION OR DOES NOT MEET THE SPECIFICATIONS AS OUTLINED, IS HEREBY REJECTED AND WILL NOT BE INCLUDED IN ANY CONTRACT RESULTING FROM THIS SOLICITATION.

- 8. 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.

For TENNANT CONTRACT NO. 186080 ONLY:

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. Orientation is to be conducted via video or another means of remote communication unless otherwise approved in writing by the Office of State Procurement. Unless otherwise mutually agreed in writing between the Contractor and the Customer, orientation is to occur within 5 calendar days of receipt and acceptance of the product by the Customer

- 9. NEW EQUIPMENT FOR RENT PROGRAM.** If the Contractor offered new equipment for rent and 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 un-owned 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.

10. PURCHASE OF RENTED EQUIPMENT. If there are options for the Customer to purchase rented equipment after the equipment has been received and rented, then the final equipment price will be based on the number of engine hours, or miles prior to delivery to the Customer. New rented equipment is defined as rented equipment with zero hours, or miles prior to the delivery to the Customer. Used rental or demo equipment is defined as rental or demo equipment with registered engine hours or miles prior to delivery to the Customer.

10.1 PURCHASE NEW RENTED EQUIPMENT. New rented equipment is defined as new equipment with zero engine hours, or miles prior to the delivery to the Customer and rented by the Customer prior to purchase. If there is an option to purchase new rental equipment, and if included on the Price Schedule, the Contractor will indicate the percentage of the rental price paid to be applied to the final purchase price. This percent will be deducted from the contracted price for the equipment.

The Contractor must list on the Price Schedule if additional interest and finance charges would be added to the purchase price for the rental period only so the Customer can determine if it desires to purchase the rental equipment. If this includes a finance charge, the percent must be indicated on the Price Schedule. If the Prime Interest Rate is also used as a calculator in the formula for calculation, it may only be the average Prime Interest Rate for the rental term only. The Contractor must provide any documentation requested to substantiate the Prime Interest Rate being charged.

11. RENTAL RETURN OR DEMO EQUIPMENT FOR 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 Contractor should consider all associated costs involved if the rental or demo owned equipment is purchased and no additional interest or finance charges will be allowed if purchase occurs. The final equipment price will be based on the price deduction per used hour or mile offered from the current State Contract base price.

If extended warranty options are available for rental or demo equipment sales, the Contractor 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.

12. SHIPPING REQUIREMENTS. All shipments are to be FOB Destination. All applicable freight costs shall be included in the price of the product unless a "Price per Loaded Mile" line-item price is available on a Contract Vendor's price schedule."

13. MISCELLANEOUS ITEMS. State agencies may purchase incidental miscellaneous parts, accessories and labor that are not listed on the Price Schedule but are directly related to a specific item(s) included on the Contract. The total cost for these miscellaneous items may not exceed \$5,000.00 for an individual purchase order. If the Customer's entity requires a lower threshold for competitive bidding other than \$5,000.00, they must follow their local entity's requirements. Any purchase order must be issued to the Contractor.

SWIFT LINE #
1.

PRODUCT OR SERVICE
Floor Machines & Accessories

UNIT OF MEASURE
EA = Each; 2 = Mile;
LO = Lot; YR = Year

UNSPSC CODE
47121600

AWARDED MAKES, MODELS, & CONTRACT VENDORS

The following brands and models are available on this Contract Release.

Detailed Pricing information is available on the MnDOT web page

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

TENNANT SALES & SERVICE CO. PRICE SCHEDULE CONTRACT NO. 186080

Sweeper, Sweeper-Scrubbers, and Scrubbers

Models:

- T16
- T17
- S16
- S10
- S20
- S30
- 800
- M20
- M17
- M30
- T300s
- T500s
- T600
- T7
- T12
- 3640

REVISIONS:

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| 01/22/24 | Tennant extended through 11/30/2024 with updated Price Schedule. |
| 02/01/23 | Tennant extended through 11/30/23 with updated Price Schedule. |
| 12/01/21 | Amendment No. 1 executed with Dalco Enterprises, Contract No. 198172, to extend the Contract through November 30, 2022 and incorporate an updated Price Schedule reflecting an average 7% price increase.
Amendment No. 1 executed with Nilfisk, Inc., Contract No. 186089 to extend the Contract through November 30, 2022 and incorporate an updated Price Schedule reflecting 7% price increase. AMS change from Kathryn Kemerley to Jack Moore. |
| 12/10/21 | Amendment No. 2 with Nilfisk, Inc., Contract No. 186089 to correct pricing on tab 3.0Sweeper-Scrubber CS7010 – part #56511775. |
| 12/10/21 | Amendment No. 1 executed with Tennant Sales Contract, No. 186080, to extend the Contract through November 30, 2022 and incorporate an updated Price Schedule reflecting 7% price increase |