



State of Minnesota Contract

SWIFT Contract No.: 190732

This Contract is between the State of Minnesota, acting through its "Commissioner of the Minnesota Department of Administration" ("State") and Hillyard Inc., whose designated business address is 274 Apollo Drive, Lino Lakes, MN 55014 ("Contractor"). State and Contractor may be referred to jointly as "Parties."

Recitals

1. State issued a solicitation identified as Janitorial Maintenance Equipment, Contract Release No. M-308, SWIFT Event No. 11357 on December 23, 2020 to provide janitorial maintenance equipment for State of Minnesota agencies and members of the State's Cooperative Purchasing Venture (CPV) program on an as needed basis. ("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 and negotiation, the Parties desire to enter into a contract.

Accordingly, the Parties agree as follows:

Contract

1. Term of Contract

- 1.1 Effective date. May 1, 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. April 30, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The contract may be extended for up to an additional four (4), 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 Statement of Purpose.

- 2.1 Contractor Duties. The Contractor shall perform all duties described in this Contract to the satisfaction of the State.

2.2 Statement of Purpose. The purpose of this contract is to provide janitorial maintenance equipment for the Minnesota Department of Administration, Facilities Management Division, and other 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 Representatives, Acquisition Management Specialist, and Designated Contact Person.

- 6.1 The Customer Authorized Representative (CAR) is the staff person or agent from a State department, agency, facility or institution, or Cooperative Purchasing Venture (CPV) member which requests goods or services to be provided by the Contractor per the terms and conditions of this Contract and whose successor or delegate, and has the responsibility to monitor and manage the Contractor's performance and project.
- 6.2 The Acquisition Management Specialist (AMS) is Marsha West, Acquisition Management Specialist (AMS), 50 Sherburne Avenue, Suite 112, 112 Administration Building, St. Paul, MN 55155; 651-201-2452; marsha.west@state.mn.us or her successor or delegate, and is the staff person from the Minnesota Department of Administration identified as the contact person responsible for the contract administration of the Contract.

6.3 The Designated Contact Person (DCP) is the staff person or agent from a State department, agency, facility, institution, or Cooperative Purchasing Venture (CPV) member who has authority to request and pay for services in accordance with the Contract. If the services are satisfactory, the Designated Contact Person (DCP) will certify acceptance on each invoice submitted for payment.

6.4 The Contractor's Authorized Representative is Tyler Whiteley, District Sales Manager, at the following business address and telephone number: Hillyard Inc., 274 Apollo Drive, Lino Lakes, MN 55014, Phone: 952-240-2734; Email: twhiteley@hillyard.com; or his successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the State.


7. Exhibits

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 Terms
- Exhibit C: Specifications, Duties, and Scope of Work
- Exhibit D: Price and Payment Schedule
- Exhibit E: Definitions for Contract
- Exhibit F: Equipment Price Lists

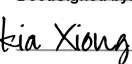

1. Contractor

The Contractor certifies that the appropriate person(s) have executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Print name: William Grimwood
 Signature: 
 Title: Secretary Date: 3-26-21

3. Commissioner of Administration

As delegated to The Office of State Procurement

Print name: Kia Xiong
 DocuSigned by: 
 Signature: 
 Title: Acquisitions Supervisor Date: 4/13/2021

2. State Agency

With delegated authority

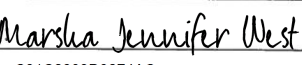
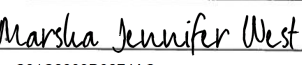
Print name: Marsha Jennifer West
 DocuSigned by: 
 Signature: 
 Title: Acquisition Mgt Specialist Date: 4/12/2021

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 Acquisition Management Specialist (AMS), 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. **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.

12. 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.

13. 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.

14. Equipment Specifications.

All equipment must meet the contract specifications and all federal and State safety codes and regulations in effect at the date of manufacture. All equipment must be Original Equipment Manufacturer (OEM) equipment unless otherwise stated in the contract.

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. Product Returns.

17.1 Non-Defective Conforming Product. The Customer may return an unopened, non-defective product conforming to the specifications of an order within 60 calendar days of the invoice date with no additional fees. If the non-defective conforming product is returned within 60 calendar days of the invoice date after it has been opened, the Contractor may charge the Customer a restocking fee of up to 10% of the cost of the product. Return shipping costs to return a non-defective conforming product to the Contractor is the responsibility of the Customer.

17.2 Defective or Non-conforming Product. The Customer may return any product determined by the Customer as defective or not conforming to the specifications, order, or contract, within 60 calendar days of receipt with no restocking or return shipping fee.

The Contractor should provide the Customer with a Return Merchandise Authorization number (RMA) and must arrange for a "call tag" to be issued via a "carrier" to order pick up of the defective or non-conforming product from the Customer. The "carrier" must pick up the defective or non-conforming product at the address to which the product was shipped.

17.2.1 Replacement of Defective or Non-conforming Product. The Customer may request the Contractor provide a replacement product or cancel the order. If

the Customer chooses to have the defective or non-conforming product replaced, the Contractor must replace a defective or non-conforming product at no cost to the Customer.

17.2.2 Return of Defective or Non-conforming Product (without replacement). The Customer's account must be credited within fourteen (14) calendar days of arrival of the returned product at the Contractor's location. The amount to be credited must be the equal of the price of the product plus all freight, shipping, handling, or ancillary charges associated with shipment of the product from and return to the shipping location. If, after inspection, the Contractor determines that the product is not defective or non-conforming, the Contractor may bill the Customer for the return shipping charges.

18. Subcontracting and Subcontract Payment.

18.1 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.

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

19. 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.

20. 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.

21. Intellectual Property Rights.

21.1 Definitions. For the purpose of this Section, the following words and phrases have the assigned definitions:

21.1.1 "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.

21.1.2 "Pre-Existing Intellectual Property" means intellectual property developed prior to or outside the scope of this Contract, and any derivatives of that intellectual property.

21.1.3 "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.

21.2 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.

21.3 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.

21.4 Obligations.

21.4.1 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.

21.4.2 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.

21.4.3 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

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. Affirmative Action Requirements

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

- 35.1 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.
- 35.2 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.
- 35.3 Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

- 35.3.1 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.

35.3.2 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.

35.3.3 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.

35.3.4 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.

35.3.5 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.

35.4 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.

35.5 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.

36. 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 re-apply 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.

37. 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.

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 The 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 Garagekeepers 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
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.

Exhibit C: Specifications, Duties, and Scope of Work

1. GENERAL CONTRACTOR DUTIES AND REQUIREMENTS.

1.2 Substitutions. Substitution of products by the Contractor without prior consultation and approval of the ordering Customer will not be accepted.

1.3 Adding Additional Related Products or Services. After execution of the Contract, the State, with mutual agreement of the Contractor, reserves the right to add additional related products or services to the contract through a fully executed amendment.

2. JANITORIAL MAINTENANCE EQUIPMENT SPECIFICATIONS AND REQUIREMENTS.

2.1 Groups of Janitorial Maintenance Equipment. Janitorial maintenance equipment shall include, but is not limited to, the following items listed in their specific category.

2.1.1 Group 1- Carpet Equipment. Vacuums, wet/dry vacuums, extractors, shampoos, dryers.

2.1.2 Group 2- Sweepers. Push powered sweepers (hard floors), self-propelled sweepers (carpet/hard floor), walk behind sweepers, battery powered sweepers.

2.1.3 Group 3- Floor Machines. Used for cleaning hard floors, high speed, all purpose, two speed.

2.1.4 Group 4- Burnishers. Electric cord, battery powered and riders.

2.1.5 Group 5- Automatic Scrubbers. Compact, battery powered, self-propelled and riders.

2.1.6 Group 6-Cleaning, Disinfecting, and Sanitizing Equipment. Disinfecting sprayers and foggers; electrostatic sprayer and foggers. Handheld, backpack, and other portable models such as wheeled carts, trailers, smaller models which can fit on janitorial carts.

2.2 Service and Parts. Manufacturer's authorized service and parts must be available within the State of Minnesota. Parts for janitorial equipment shall be Original Equipment Manufacturer (OEM).

2.1.1 Cords. All cords supplied with janitorial equipment shall conform to National Electrical Manufacturers Association (NEMA) standards for the specified horsepower rating. The cord must be three (3) wire with attached u-ground plug.

2.1.2 Switches. Switches must be of the dead man safety type which automatically stops the motor upon release. Switches to be dual control type.

3. SCOPE OF WORK. The Contractor must provide janitorial maintenance equipment listed in Section 2. JANITORIAL MAINTENANCE EQUIPMENT SPECIFICATIONS AND REQUIREMENTS for State agencies and Cooperative Purchasing Venture (CPV) members on an as needed basis.

3.1 Warranty. All equipment, parts, and services will be warranted in accordance with Exhibit A: Contract Terms Section 8. Warranty and Section 9. Original Equipment Manufacturer (OEM Warranty). The Contractor must provide warranty repair service on all equipment within forty-eight (48) hours of notification. The State reserves the right to request a list of authorized service centers at any time.

3.2 Equipment Sales Literature. Upon request by the Customer, the Contractor shall provide equipment sales literature at no cost to the Customer. Equipment sales literature should include items such as, but not limited to, product information, product specifications, product functionality, and operation instructions.

3.3 Delivery Requirements. All equipment must be delivered fully assembled, serviced and ready for use within thirty (30) calendar days after receipt of the order or mutually agreed upon time by the Contractor and Customer.

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.

1.1 Discount-off List Pricing. Prices offered for equipment 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. Equipment Orientation.

The cost of the equipment must include orientation to the Customer that will familiarize the Customer on how the equipment 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.

3. Price Schedule(s).

The following price schedule(s) are hereby attached and incorporated into this Exhibit D as follows:

3.1 Exhibit D, Supplement 2 Price List.

4. Transportation.

All prices must be FOB Destination, prepaid and allowed (with freight included in the price), to the ordering entity's receiving dock or warehouse, or as otherwise instructed on the purchase order by the ordering entity. In those situations in which the "deliver-to" address has no receiving dock or agents, the Contractor must be able to deliver to the person specified on the purchase order.

5. 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").

**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
- Item/service description
- Item quantity or service hours
- List price
- Contract discount



HILLYARD / HUTCHINSON
26 MICHIGAN STREET SE
HUTCHINSON MN 55350

Exhibit D, Supplement 1- Sample Quote

Phone: 800 423 3550
Fax: 320 234 6452

Quotation

Ship-to Party Address

MN State Contract No. XXXXX

Customer Phone: (320) 632-7310

www.hillyard.com

Information

Quotation No. 100664806

Valid from 01/25/2021 to 03/11/2021

Document Date 01/25/2021

Customer No.

Customer P.O. MN State Equipment c

Account Manager

Phone

800-423-3550

Extension

Entered By: CHMO

Page 1 of 1

Quotation Details

Item	Material Description	Quantity	Unit Price	Amount
0010	HIL56004 SCRUB MINI 13IN TRIDENT XM13 SC LI BTTY	1 EA	2,452.09	2,452.09
			Gross Price	2,452.09
Tax and Freight charges are subject to change.				
DO NOT PAY FROM THIS QUOTATION!				



HILLYARD / HUTCHINSON
 P.O. Box: 843775
 Kansas City, MO 64184-3775

Plant: 1520
 Phone: 800-365-1555 ext 8244
 Fax: 800-444-7939

Exhibit D, Supplement 1-
 Sample Invoice

Information	
Customer Number:	XXXXXX
Invoice Number	604115XXX
Invoice Date	01/25/2021
Purchase Order No.	Sample Invoice
Packing List Number	843031XXX
Sales Order Number	3000535XXX
Order Date	01/20/2021
Payment Terms	Net 30
State Contract No.	XXXXXX

Ship To: MN State Contract Company Name
 ATTN:
 Address
 City State Zip

Bill To: MN State Contract Company Name
 ATTN:
 Address
 City State Zip

Total Amount Due 2,452.09

----- Please Detach and Return Upper Portion with Payment -----

Invoice Details

ITEM	MATERIAL DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
0010	HIL56004 SCRUB MINI 13IN TRIDENT XM13 SC LI BTTY Serial # XXXXXXXXXXXX	1 EA	2,452.09	2,452.09
			Subtotal	2,452.09
			Shipping	0.00
			Tax Amount	0.00
			Gross Price	2,452.09

Pay invoices online with Hillyard ePay
 at <https://payments.hillyard.com>

Exhibit D, Supplement 2 Price List

Description				PERCENT (%) DISCOUNT FROM LIST PRICE	
Group 1- Carpet Equipment. Vacuums, wet/dry vacuums, extractors, shampooers, dryers.		CATALOG	WEBSITE		
	MANUFACTURER'S NAME	DATE/NUMBER	ADDRESS	Equipment	Repair Parts
Subgroup 1.1. Vacuums					
Upright Vacuums	Hillyard Trident	2021 Price List	www.hillyard.com	10%	0%
Canister Vacuums	No Bid				
Backpack Vacuums	No Bid				
Subgroup 1.2. Wet/Dry Vacuums					
20 Gallon Capacity	Hillyard Trident	2021 Price List	www.hillyard.com	10%	0%
Subgroup 1.3. Extractors					
Extractors- Portable	Hillyard Trident	2021 Price List	www.hillyard.com	10%	0%
Extractors- Walk Behind	Hillyard Trident	2021 Price List	www.hillyard.com	10%	0%
Extractors- Canister	No Bid				
Extractors- Hand-held/ mini	Hillyard Trident	2021 Price List	www.hillyard.com	10%	0%

Subgroup 1.4. Shampoos	No Bid	No Bid	No Bid	No Bid	No Bid
Subgroup 1.5. Dryers	Hillyard Trident	2021 Price List	www.hillyard.com	10%	0%
Additional Group 1- Carpet Equipment not specified above.					
Encapsulation	Hillyard Trident	2021 Price List	www.hillyard.com	10%	0%

Exhibit D, Supplement 2 Price List

(continued)

Description				PERCENT (%) DISCOUNT FROM LIST PRICE	
Group 2- Sweepers. Push powered sweepers (hard floors), self-propelled sweepers (carpet/hard floor), walk behind sweepers.	MANUFACTURER'S NAME	CATALOG DATE/NUMBER	WEBSITE ADDRESS	Equipment	Repair Parts
Subgroup 2.1. Push powered sweepers (hard floors)	Hillyard Trident	2021 Price List	www.hillyard.com	10%	0%
			-		
Subgroup 2.1. Self-propelled sweepers (carpet/hard floor)	NO BID				
Subgroup 2.3. Walk behind sweepers	NO BID				

Exhibit D, Supplement 2 Price List

(continued)

Description				PERCENT (%) DISCOUNT FROM LIST PRICE	
Group 3- Floor Machines. Used for cleaning hard floors, high speed, all purpose, two speed.		CATALOG	WEBSITE		
	MANUFACTURER'S NAME	DATE/NUMBER	ADDRESS	Equipment	Repair Parts
Subgroup 3.1. Floor Machines- Hard Floors- High Speed	NO BID				
Subgroup 3.2. Floor Machines- Hard Floors-All Purpose	Hillyard Trident	2021 Price List	www.hillyard.com	10%	0%
Subgroup 3.3. Floor Machines- Hard Floors- Dual Speed	NO BID				

Exhibit D, Supplement 2 Price List

(continued)

Description				PERCENT (%) DISCOUNT FROM LIST PRICE	
Group 4- Burnishers. Electric cord, battery powered and riders.		CATALOG	WEBSITE		
	MANUFACTURER'S NAME	DATE/NUMBER	ADDRESS	Equipment	Repair Parts
Subgroup 4.1. Electric Burnishers					
Electric Burnishers-high speed	Hillyard Trident	2021 Price List	www.hillyard.com	10%	0%
Electric Burnishers-Single and Dual Speed	NO BID				
Electric Burnishers-Walk Behind					
Subgroup 4.2. Battery Powered Burnishers	NO BID				
Subgroup 4.3. Rider Burnishers	NO BID				

Exhibit D, Supplement 2 Price List

(continued)

Description				PERCENT (%) DISCOUNT FROM LIST PRICE	
	MANUFACTURER'S NAME	DATE/NUMBER	ADDRESS	Equipment	Repair Parts
Group 5- Automatic Scrubbers. Compact, battery powered, self- propelled and riders.		CATALOG	WEBSITE		
Subgroup 5.1. Compact Scrubbers	Hillyard Trident	2021 Price List	www.hillyard.com	10%	0%
Subgroup 5.2. Battery Powered Scrubber	Hillyard Trident	2021 Price List	www.hillyard.com	10%	0%
Subgroup 5.3. Self-Propelled Scrubber	Hillyard Trident	2021 Price List	www.hillyard.com	10%	0%
Subgroup 5.4. Rider Scrubber	Hillyard Trident	2021 Price List	www.hillyard.com	10%	0%

Exhibit D, Supplement 2 Price List

(continued)

Description					
Group 6-Cleaning, Disinfecting, and Sanitizing Equipment.		CATALOG	WEBSITE	PERCENT (%) DISCOUNT FROM LIST PRICE	
Disinfecting sprayers and foggers; electrostatic sprayer and foggers.	MANUFACTURER'S NAME	DATE/NUMBER	ADDRESS	Equipment	Repair Parts
Subgroup 6.1. Disinfecting sprayers					
Disinfecting sprayers-handheld.	Hillyard Trident	2021 Price List	www.hillyard.com	10%	0%
Disinfecting sprayers-backpack	NO BID				
Subgroup 6.2. Disinfecting sprayers-other portable models such as wheeled carts, trailers, smaller models which can fit on janitorial carts.	NO BID				
Subgroup 6.3. Disinfecting foggers- all types- handheld, backpack, wheeled carts, trailers, smaller models which can fit on janitorial carts.	NO BID				

Disinfecting foggers- handheld.	NO BID				
Disinfecting foggers- backpack.	NO BID				
Disinfecting foggers- wheeled cars.	NO BID				
Disinfecting foggers- wheeled cars.	NO BID				
Disinfecting foggers- smaller models- can fit on janitorial carts.	NO BID				
Subgroup 6.4. Electrostatic sprayers	NO BID				
Electrostatic sprayers- handheld.	NO BID				
Electrostatic sprayers- backpack	NO BID				
Subgroup 6.5. Electrostatic sprayers- other portable models such as wheeled carts, trailers, smaller models which can fit on janitorial carts.	NO BID				
Subgroup 6.6. Electrostatic foggers- all types- handheld, backpack, wheeled carts, trailers, smaller models which can fit on janitorial carts.	NO BID				

Disinfecting foggers-handheld.	NO BID				
Electrostatic foggers-backpack.	NO BID				
Electrostatic foggers-wheeled cars.	NO BID				
Electrostatic foggers-wheeled cars.	NO BID				
Electrostatic foggers-smaller models- can fit on janitorial carts.	NO BID				
Additional Group 6-Cleaning, Disinfecting, and Sanitizing Equipment not specified above.					
All Purpose Restroom Cleaner / Sprayer	Hillyard Trident	2021 Price List	www.hillyard.com	10%	0%

Exhibit E: Definitions for Contract

General Definitions.

1. ACQUISITION MANAGEMENT SPECIALIST (AMS) — The staff person from the Minnesota Department of Administration (ADMIN) identified as the contact person responsible for the administration of the contract.
2. ADDITIONAL RELATED PRODUCTS AND SERVICES— Products and services that the Contractor can provide that are within the Scope of Work, but in addition to, those specified in the Scope of Work.
3. AGENT— One who is authorized to act for or in place of another.
4. BUSINESS DAY— Any weekday, excluding Saturdays, Sundays, State legal holidays, and State mandated closings unless otherwise indicated. State holidays include: New Year’s Day, Martin Luther King Jr. Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, day after Thanksgiving, and Christmas. Columbus Day is a Federal Holiday but is a working day for the State. The Contractor will need to verify holidays for Cooperative Purchasing Venture (CPV) members customers.
5. CALENDAR DAY— Any day, including Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated. State holidays include: New Year’s Day, Martin Luther King Jr. Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, day after Thanksgiving, and Christmas. Columbus Day is a Federal Holiday but is a working day for the State. The Contractor will need to verify holidays for Cooperative Purchasing Venture (CPV) members customers.
6. CONTRACT SERVICE – Service provide by the Contractor as described in the Contract and in accordance with the terms, conditions and specifications of the Contract document.
7. CONTRACTOR DEFINITIONS—
 - 7.1 Contractor – The person or entity that enters into this Contract with the State to provide goods or services.
 - 7.2 Subcontractor – A person or entity hired by the Contractor to provide goods or services for the Contractor.
8. CUSTOMER – Any department or agency of the State of Minnesota (State), or a Cooperative Purchasing Venture (CPV) member, which requests goods or services to be provided by the Contractor per the terms and conditions of this Contract.
9. CUSTOMER AUTHORIZED REPRESENTATIVE –A Customer whose successor or delegate, has the responsibility to monitor and manage the purchase from the Contractor.
10. DESIGNATED CONTACT PERSON (DCP) — The staff person or agent from a State department, agency, facility or institution, or Cooperative Purchasing Venture (CPV) member who has authority to request and pay for services in accordance with the Contract.

ABBREVIATIONS AND ACRONYMS

AMS – Acquisition Management Specialist






CAR– Customer Authorized Representative

CPV –Cooperative Purchasing Venture Member

DCP – Designated Contact Person

Exhibit F Equipment Price Lists


Trident List Price - 2021

	Hillyard #	Description	List Price	List Price with Discover AGM Battery	List Price with Trojan Wet Battery
	HIL56001	HILLYARD TRIDENT NM14 SCRUB NANO MOP TRIDENT NM14 14IN LI BTY	\$1,795.23	N/A	N/A
	HIL56002	HILLYARD TRIDENT B16SC SCRUB WB DISC TRIDENT B16SC 16IN BTY	N/A	\$4,138.87	N/A
	HIL56003	HILLYARD TRIDENT B20SC SCRUB WB DISC TRIDENT B20SC 20IN BTY	N/A	\$5,316.42	\$5,038.60
	HIL56004	HILLYARD TRIDENT XM13SC SCRUB MINI 13IN TRIDENT XM13 SC LI BTY	\$2,724.55	N/A	N/A
	HIL56005	HILLYARD TRIDENT T20SC PRO SCRUB WB DISC TRIDENT T20SC PRO 20IN BTY	N/A	\$8,112.80	\$7,724.40
	HIL56006	HILLYARD TRIDENT T20SC PRO ORBITAL SCRUB WB TRIDENT T20SC PRO ORB 20IN BTY	N/A	\$8,446.99	\$8,058.59

	HIL56007	HILLYARD TRIDENT T26SC PLUS SCRUB WB DUAL DISC TRIDENT T26SC PLUS 26IN	N/A	\$9,693.49	\$9,305.09
	HIL56008	HILLYARD TRIDENT R22SC ORBITAL SCRUB RIDE TRIDENT R22SC ORB 22IN BTY	N/A	\$9,764.94	\$9,472.36
	HIL56009	HILLYARD TRIDENT R30SC SCRUB RIDE DISC TRIDENT R30SC 30IN BTTY	N/A	\$16,102.31	\$15,613.95
	HIL56010	HILLYARD TRIDENT R22SC SCRUB RIDE DISC TRIDENT R22SC 22IN BTTY	N/A	\$9,200.54	\$8,907.96
	HIL56011	HILLYARD TRIDENT R30SC PLUS SCRUB RIDE DISC TRIDENT R30SC PLUS 30IN	N/A	\$18,699.37	\$18,211.01
	HIL56012	HILLYARD TRIDENT R28SC PLUS ORBITAL SCRUB RIDE TRIDENT R28SC PLUS ORB 28IN	N/A	\$19,812.89	\$19,324.53
	HIL56018	HILLYARD TRIDENT WD21V VAC WET DRY TRIDENT WD21V 21 GAL	\$ 938.82	N/A	N/A

	HIL56019	HILLYARD TRIDENT FMD20 ORBITAL FLOOR MACH ORB TRIDENT FMD20 20IN ELCTRC	\$ 2,513.31	N/A	N/A
	HIL56021	HILLYARD TRIDENT FMD20 FLOOR MACH DSC TRIDENT FMD20 20IN ELCTRC	\$ 1,468.54	N/A	N/A
	HIL56022	HILLYARD TRIDENT BU1500 BURNISHER TRIDENT BU1500 20IN ELECTRIC	\$ 1,809.47	N/A	N/A
	HIL56020	HILLYARD TRIDENT R36SC PLUS W/SIDE BR SCRUB RIDE DISC TRIDENT R36SC PLUS 36 IN	N/A	\$32,825.81	\$31,907.45
	HIL56026	HILLYARD TRIDENT R26SC PLUS SCRUB RIDE DISC TRIDENT R26SC PLUS 26 IN	N/A	\$15,531.99	\$15,239.41
	HIL56027	HILLYARD TRIDENT R26SC PRO SCRUB RIDE DISC TRIDENT R26SC PRO 26 IN	N/A	\$12,934.91	\$12,642.33





	HIL56029	HILLYARD TRIDENT T30SC PRO SCRUB RIDE DISC TRIDENT R30SC PRO 30 IN	N/A	\$13,318.86	\$12,778.32
	HIL56030	HILLYARD TRIDENT XM14	N/A	\$4,249.61	N/A
	HIL56031	HILLYARD TRIDENT XM17	N/A	\$4,777.81	N/A
	HIL56033	HILLYARD TRIDENT S1HH SPRAYER	\$ 669.50	N/A	N/A
	HIL99245	HILLYARD TRIDENT CC17XP	\$2,363.37	N/A	N/A
	HIL99246	HILLYARD TRIDENT CC17HP	\$2,852.82	N/A	N/A
	HIL99247	HILLYARD TRIDENT CC17XPC	\$2,274.05	N/A	N/A

 A blue and white medical recovery unit with a vertical tube on top and a base with wheels.	HIL99248	HILLYARD TRIDENT CC17 RECOVERY UNIT	\$758.73	N/A	N/A
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Trident List Price - 2021

	Hillyard #	Description	List Price
	HIL56000	HILLYARD TRIDENT NS13 NANO SWEEP TRIDENT NS13 13IN LI BTTY	\$ 288.47
	HIL56015	HILLYARD TRIDENT FD15 BLOWER TRIDENT FD15 ELECTRIC	\$ 419.59
	HIL56088	HILLYARD TRIDENT EXTRACTOR MINI MS2 2 GALLON	\$ 939.36
	HIL56084	HILLYARD TRIDENT EXTRACTOR EX7 7 GALLON	\$ 3,416.51
	HIL56085	HILLYARD TRIDENT EXTRACTOR EX8 8 GALLON	\$ 3,697.70

	HIL56086	HILLYARD TRIDENT EXTRACTOR EX12 12 GALLON	\$ 4,567.02
	HIL56087	HILLYARD TRIDENT EXTRACTOR EX20 20 GALLON	\$ 9,192.75
	HIL56089	HILLYARD TRIDENT CARPET CLEANING MACHINE ICS17	\$ 2,981.85
	HIL56080	HILLYARD TRIDENT VACUUM V12S 12IN	\$ 631.39
	HIL56081	HILLYARD TRIDENT VACUUM V12XP 12IN	\$ 700.40

	<p>HIL56082</p>	<p>HILLYARD TRIDENT VACUUM V14D 14IN TWO MOTOR</p>	<p>\$ 870.35</p>
	<p>HIL56083</p>	<p>HILLYARD TRIDENT VACUUM V18D 18IN TWO MOTOR</p>	<p>\$ 1,140.21</p>
	<p>HIL56090</p>	<p>HILLYARD TRIDENT VACUUM V15XP 15 IN</p>	<p>\$ 877.56</p>
	<p>HIL56091</p>	<p>HILLYARD TRIDENT VACUUM V15S 15 IN</p>	<p>\$ 767.35</p>