

**CITY OF PORT ST. LUCIE
CONTRACT #20250036**

This CONTRACT executed this 3rd day of December, 2024, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City", and CYCLONE TECHNOLOGY LLC, hereinafter called "Contractor." The City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

**SECTION I
RECITALS**

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

WHEREAS, Contractor is licensed in the State of Florida; and

WHEREAS, the City wishes to contract with a contractor to provide a Standup Sidewalk Scrubbers for Sidewalk Cleaning based on the terms and subject to the conditions contained herein; and

WHEREAS, Contractor is qualified, willing, and able to provide the products/services specified on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Contractor to perform the products/services specified and, with a commission amount to be paid as agreed upon below.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein name, the parties agree as follows:

The Recitals set forth above are hereby incorporated into this Contract and made a part of hereof for reference.


**SECTION II
TERMS**

The Parties agree that the purchase in the Contractor's Quote attached hereto shall be subject to and governed by the City of Port St. Lucie Purchase Order Terms and Conditions found on the City's website (<https://www.cityofpsl.com/files/assets/public/v/3/departments/office-of-management-amp-budget/documents/procurement-terms-conditions.pdf>). The Parties also agree to incorporate the Contractor's Sole Source letter, dated November 4, 2024, including the Contractor's Quote, to set forth the scope, price, and additional terms, as well as Contractor's Warranty.

Signature page to follow

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed by their authorized representatives.

CONTRACTOR

| | |
|---|--|
| Contractor's Full Legal Name: (PLEASE TYPE OR PRINT) | Cyclone Technology LLC |
| Authorized Signature: |  |
| Printed Name and Title of Person Signing: | Nicholas Iverson, Vice President; Sales |
| Date: | 3 December 2024 |
| Company Address: | 2424 S. 21st Street, Phoenix AZ 85034 |

THE CITY OF PORT ST. LUCIE

| | |
|--|--|
| Authorized Signature: | |
| Printed Name and Title of Person Signing: | Caroline Sturgis, Director, Office of Management & Budget, and Procurement |
| Date: | |
| City Address: | 121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984 |



November 4, 2024

To whom it may concern;

This letter is to provide notification that Cyclone Technology LLC. at 2424 S 21st Street Pheonix, AZ 85034 sole source manufacturer and provider for Cyclone Technology branded cleaning equipment and proprietary components, as well as replacement parts and service in the state of Florida.

As a result of our investment in innovation (methodology, principals and processes, techniques, tools, protocols, documentation, research and development) we have created a portfolio of intellectual property rights that include Patents, Patents Pending, Trademarks, and Copyrights.

Cyclone Technology LLC is the Solely Authorized organization in the State of Florida, with the technical competence, expertise, experience and knowledge to represent Cyclone Technology and our product offering.

Cyclone Technology LLC is the sole manufacturer of Cyclone Technology products, parts, and services Globally.

Please feel free to contact our office with any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Nicholas Iverson".

Nicholas Iverson

Vice President, Sales

Email: nic.iverson@cycloneclean.com

Mobile: 602.315.4099

Faster, Greener, Cleaner  **The Cyclone Difference**

Cyclone Technology LLC | 2424 S 21st Street
Phoenix | Arizona | 85034 | United States | Direct +1 480 345 7733 | www.cycloneclean.com



Cyclone Technology LLC

2424 S 21st Street
 Phoenix, AZ 85034
 480.345.7733
 www.CycloneClean.com

Date: November 4, 2024
Quote #:
Expiration Date: December 4, 2024

To: City of Port Saint Lucie, FL

Contact: Jennifer Perky
Phone: 772.871.5105
Email: jperky@cityofpsl.com

| Salesperson | Project | Available to Ship |
|--|------------|-------------------|
| Nicholas Iverson 602.315.4099 Nic.Iverson@cycloneclean.com | NEW CY5000 | 3-6 Weeks |

| Qty | Description | Unit Price | Line Total |
|-----|--|---------------------------------------|------------------------|
| 1 | CY5000 self-contained riding hard surface cleaner with full recovery | \$ 185,500.00 | \$ 175,500.00 |
| | Cummins diesel engine and diesel powered water heater | | |
| | Enclosed cab with heat and A/C | | |
| | 34 inch cleaning path with variable pressure from 1,200 to 4,000 + psi at 5 GPM | | |
| | Curb cleaner and pressure wand with 25 feet of hose with reel | | |
| | 360 gallon supply with recovery tank | | |
| | CY5X00 rear access 2 rung ladder for easy clean out | | |
| | Contractor Light upgrade package (front and rear mounted LED flood lights) | | |
| | Rear View Camera Monitoring System | | |
| | DOT Safety Package (direction light bar, fire extinguisher, first aid kit, road triangles) | | |
| | Aviation Light Bar (Whelen 22") | | |
| | CY210 Connection Kit (reclaim side only) | | |
| | Cyclone Options: | | |
| 0 | Macerator Processing Pump Upgrade | \$ 3,000.00 | |
| 0 | FOD Collection System, Front Mounted, Retractable | \$ 2,667.52 | |
| | Parts and Training | | |
| 1 | Cyclone Tech Pack (Specialty tool kit) | \$ 2,955.15 | \$ 2,955.15 |
| 0 | CY5X00 Start Up Kit (includes 10 spray tips, 1 rotating union, 2 rebuild kits) | \$ 1,152.12 | |
| 0 | Service package A (Pressurized water system parts, includes start up kit) | \$ 3,116.53 | |
| 1 | Service Package B (water system, cyclone head, and engine parts kit, includes kit A) | \$ 6,833.27 | \$ 6,833.27 |
| 1 | On-site maintenance and operation training (1.5 days) | \$ 3,200.00 | \$ 3,200.00 |
| | Payment Terms: Full Payment Prior to Shipment | | Subtotal \$ 188,488.42 |
| | Estimated Sales Tax: | | Sales Tax \$ - |
| | | Grand Total Including Shipping | \$ 191,338.42 |

Shipping: Pre Paid and Add
 Estimate to xxx zip \$2,850

Training: Price includes 1.5 day class in Phoenix, AZ to learn maintenance and operation. Expenses the responsibility of the purchaser.

Warranty: See warranty statement for full details. Warranty excludes minor adjustments and wear parts.

Parts and Labor: 1 year, Travel 6 months. Excludes minor adjustments and wear parts.

Prices and specifications are subject to change. All errors are subject to correction.

All transactions will be subject to Cyclone Technology standard terms & conditions.

I accept the terms of this quote _____ Date



Cyclone Technology
 2424 S 21st Street
 Phoenix, AZ 85034
www.cycloneclean.com
 +1-480-345-7733

CYCLONE TECHNOLOGY LLC LIMITED WARRANTY

Cyclone Technology LLC warrants to the original end user, the **CY5000** and **CY5500** against defects in material and workmanship under normal use and service. Our obligation under this warranty is limited to repair or replacement of the defective item at our factory or by an authorized service technician. Warranty coverage shall begin on the date of purchase by the original end user (as evidenced by your invoice from the factory or Authorized Dealer). The warranty registration card should be completed and returned within 30 days of purchase. The warranty coverage period is specified below.

| GROUP | PARTS ^{1,6} | LABOR ² | TRAVEL ³ |
|--|--|---------------------|---------------------|
| Cyclone CY5000 and CY5500 | 1 year ⁵ | 1 year | 6 months |
| Accessories/Replacement Parts ⁴ | 90 days | none | none |
| Engine and Powertrain | 2 years/ 2,000 hrs. | 2 years/ 2,000 hrs. | 2 years/ 2,000 hrs. |
| EXCEPTIONS | | | |
| Tires (not including rims) | Prorated over 1 year / First 90 days at 100% | | |
| Internal Combustion Engines | Major Component Warranty provided by engine manufacturer | | |

NOTES:

- 1-Parts repaired or replaced are guaranteed for the remainder of the original machine warranty period.
- 2-Labor to remedy a defective product or parts
- 3-Round trip travel expenses for a technician to remedy a defective product or part at current government mileage rate.
- 4-Applies to replacement parts only after machine warranty coverage has expired.
- 5-One (1) year or 250 hours of normal operation, whichever occurs first.
- 6- Overnight Shipping expenses will be covered for the first 90 days excluding early AM shipping. Standard ground shipping expenses will be covered after 90 days. All additional shipping expenses will be the responsibility of the customer.

This warranty shall not apply to repairs resulting from accidents or misuse, damage in transit, overloading the capacity of the machine, failure due to lack of proper maintenance or care as described in the operating and maintenance instructions. Minor adjustments, such as tightening of screws or bolts not connected with the replacement of parts, are not covered. Replacement of expendable wear items such as pressure pump valves, packing, and replacement kit components, pressure tips, rotary unions, Cyclone spray bars and blades, filters and various rubber/plastic parts are also not covered. Repairs or alterations by an organization other than the factory or an Authorized Service Center are not covered and will void any Cyclone warranty as to the parts or systems repaired or altered by a non-authorized organization.

THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION OF THE LIMITED WARRANTIES STATED WITHIN. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE EXCEPT AS EXPRESSLY STATED HEREIN. ANY STATUTORY IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT ARE IMPOSED BY LAW DESPITE THE EXPRESS LIMITATION OR WARRANTIES ABOVE, ARE EXPRESSLY LIMITED TO THE DURATION OF THE WRITTEN WARRANTY. BUYER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT THE REMEDIES PROVIDED UNDER THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO THE BUYER. CYCLONE TECHNOLOGY LLC WILL NOT BE LIABLE FOR ANY OTHER OR ADDITIONAL DAMAGES, INCLUDING BUT NOT LIMITED TO INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE, USE OF OR INABILITY TO USE THE MACHINE. ANY EXTENSIONS OF, OR MODIFICATIONS MADE TO THIS WARRANTY, BY A DEALER/DISTRIBUTOR OF CYCLONE ARE THE SOLE RESPONSIBILITY OF THE DEALER/DISTRIBUTOR.

All transportation or shipping charges resulting from the return of machines, parts, or accessories shall be the responsibility of the end-user. When returning, please provide an explanation of the problem and include the serial number of the machine as well as the name of the selling organization. The Technical Service department of the authorized Dealer Service Center or the factory will investigate and then contact you.

Transportation of hazardous waste or contaminated equipment is subject to various laws and regulations. In returning machines, parts, or accessories under this limited warranty, the end user must certify in writing that the machines, parts or accessories being returned have not been used for handling, clean up, or disposal of hazardous waste or hazardous materials including but not limited to such things as asbestos, anthrax etc. or if the machines, parts or accessories being returned have been used for handling, clean up, or disposal of hazardous waste or hazardous materials, then the end user must have the machines, parts or accessories decontaminated by licensed and qualified decontamination professionals and provide written certification of this decontamination signed by the decontamination professionals. These machines, parts or accessories are to be returned only to the local Cyclone Authorized Service Center for Warranty service along with decontamination certification.

Cyclone Technology LLC reserves the right to change its warranty policy without notice.

