

**MASTER AGREEMENT #112624****CATEGORY: Grounds Maintenance Equipment and Related Attachments****SUPPLIER: Old Dominion Brush Company/DuCo, LLC**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Old Dominion Brush Company/DuCo, LLC, 5118 Glen Alden Drive, Henrico, VA 23231 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 31, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #112624 to Participating Entities. In Scope solutions include:
- a) Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal;
- b) Irrigation and aeration equipment, systems, parts, and installation; and
- c) Beach and waterfront maintenance equipment and accessories.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
- ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5,

“Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).**

Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of

\$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The

right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell. Supplier shall make available all records, including books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form, and other supporting evidence to satisfy any contract negotiation, administration, and audit requirements of the contracting agencies and the Comptroller General for 7 years after final payment. Supplier shall make available the foregoing records and supporting evidence at any time they are requested to pursuant to relevant contract requirements. Supplier shall keep these records in hard copy for three years and electronic copy for the seven-year period. These documents are on both a physical server, and a cloud-based server that are encrypted; these documents are backed up daily.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by

Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses

paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:

Supplier Obligations to Participating Entities

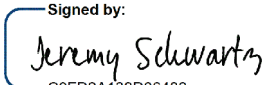
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

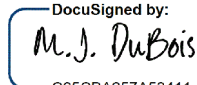
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

- 4) **Ordering Process and Payment.** Supplier’s ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcwell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier’s standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcwell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcwell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcwell

Old Dominion Brush Company/DuCo, LLC

Signed by:

 By: _____
 C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 1/28/2025 | 7:02 PM CST

DocuSigned by:

 By: _____
 C65CBA257A53411...
 M.J. DuBois
 Title: Authorized Contract Administrator
 Date: 1/28/2025 | 2:25 PM PST

RFP 112624 - Grounds Maintenance Equipment and Related Attachments

Vendor Details

Company Name: DuCo, LLC
Address: 1079 Tamiami Trl N
#350
Nokomis, Florida 34275
Contact: MJ DUBOIS
Email: mjdubois@ducollc.com
Phone: 410-924-1004
Fax: 410-924-1004
HST#: 81-1963530

Submission Details

Created On: Tuesday November 05, 2024 10:32:40
Submitted On: Tuesday November 26, 2024 12:05:39
Submitted By: MJ DUBOIS
Email: mjdubois@ducollc.com
Transaction #: 8a4b46cf-7311-48d1-a742-12e96a65fba6
Submitter's IP Address: 47.203.144.119

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Old Dominion Brush Company EIN: 81-4164227
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	ODB has applied for both via SAM.gov
5	Provide your NAICS code applicable to Solutions proposed.	Code: 333924 Industrial Truck, Tractor, Trailer, and Stacker Machinery Manufacturing
6	Proposer Physical Address:	5118 Glen Alden Drive Henrico, Virginia 23231 800-446-9823
7	Proposer website address (or addresses):	www.odbco.com
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	M.J. DuBois, Authorized Contract Administrator (See attached Letter) DuCo, LLC. 1079 Tamiami Trl N #350 Nokomis, FL 34275 email: mjdubois@ducollc.com 410-924-1004
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Same as above
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Alternative Contact: Tim Stumph, ODB President 5118 Glen Alden Drive Henrico, Virginia 23231 804-887-4501 email: tstumph@odbco.cm

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *
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<p>11</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>The Old Dominion Brush Company (ODB) was founded in 1910 by Henry Brizzolara to produce household booms, street push brooms and small hand held brushes for sale to the general public or household goods stores. All of these brooms were handmade by filling the broom heads with straw bristles. Over the next five decades, the Company's product line was expanded and management transitioned to the next generation of the Brizzolara family. Broom manufacturing equipment was introduced and the Company expanded into the municipal street sweeper replacement broom market. In the 1960's and in the 1970's ODB began fabricating certain metal replacement parts for street sweepers, ultimately establishing a large sheet metal fabrication facility to meet growing demand. This lead to the expansion into leaf vacuum equipment parts production in the late 1980's. Today, through continued investment in the state-of-the-art metal fabrication and production equipment, ODB offers the highest quality leaf vacuum equipment and is viewed as the largest manufacturer of leaf and debris collection equipment in North America.</p> <p>ODB's long history of serving large and small cities, towns, counties, boroughs, villages, townships, states and other municipal customers across the country has resulted in an extremely diversified revenue base consisting of over 6,500 unique municipal customers.</p> <p>ODB's company philosophy: Provide quality products at competitive pricing while maintaining a safe and rewarding environment for our employees to work in. Our goal has always been, "growth through innovation". ODB is proud of their history along with the contributions they have made in their industry and are excited to take on the challenges of tomorrow.</p> <p>In 2017 ODB was purchased by The Alamo Group, Inc. (stock sign ALG), a publicly traded company whose various lines of commercial mowers are world-renowned for ruggedness and dependability. The Alamo Group offers ODB the financial strength and stability of a public company.</p> <p>Since the purchase, ODB has expanded its metal fabrication capabilities, enabling the company to become the major manufacturer of its own lines of leaf vacuum equipment. Alamo has invested heavily into ODB and this has allowed upgrades in new manufacturing equipment such as state-of-the-art laser and water-jet cutting machines for precision steel cutting and programmable robotic welding stations to meet current production demands and safety standards.</p> <p>In March of 2022, ODB developed a new model (DCL8031E) to satisfy a market need at equine centers for a quicker, labor-saving, and safer stall shavings clean out.</p> <p>In May of 2022, ARM TruckCorp LLC sold its leaf and debris vacuum product line to ODB. With the acquisition of the ARM line, ODB has enhanced its range of products and can cater to distinct market segments with tailored solutions while lowering costs through shared inventory management, combined sales efforts and optimizing buying power.</p> <p>As a proud subsidiary company of The Alamo Group, ODB adheres to the following Code of Business Conduct:</p> <p>ODB is as committed to maintaining the highest ethical standards and to conducting our business in a manner consistent with their moral and legal obligations to their customers, suppliers, employees, shareholders and the public. The Code of Business Conduct and Ethics has been approved and adopted by The Alamo Group's Board of Directors and senior management and covers such concepts as confidential and proprietary information, inventions, conflicts of interest and fair dealer, corporate opportunities, insider trading and tipping the Foreign Corrupt Practices Act, The Bribery Act 2010 and similar anti-bribery laws, antitrust compliance, export controls, fraud, confidential reporting procedures and non-retaliation measures.</p> <p>Please see the attached copy of The Alamo Group's Code of Business Conduct and Ethics.</p>
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12	What are your company's expectations in the event of an award?	<p>As a current Sourcwell contract holder, we hope to continue to build on our past success the contract and provide vacuum debris collection solutions to all Sourcwell Members. ODB has developed a strong following with existing Sourcwell Members and they expect to build on that momentum adding to Sourcwell Membership with increased promotion of their premier partnership with Sourcwell. A newly awarded contract will allow ODB to continue to provide Members with great products at a discounted price to their existing municipal customers, grow our municipal base and open new opportunities in the educational and non-profit space.</p> <p>ODB has successfully increased their Sourcwell Sales every year and based on the previous years sales,the trend is still moving in that direction. 2022 SW Sales: \$7,32,269.41 2023 SW Sales: \$9,943,628.09 2024 SW Sales 1st and 2nd Qtr Only: \$5,647,462.21.</p>	*
13	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p>	<p>ODB is financially sound. ODB's parent company is The Alamo Group, Inc. which is a publicly traded entity. See the attached Alamo Group SEC Q3 report attached as well as the Alamo Code of Conduct.</p>	*
14	What is your US market share for the Solutions that you are proposing?	<p>ODB operates in product categories that are sold primarily to the municipal, state and local government market segment and to a small degree, the commercial market segment. Their market share is 72% as they are considered to be the most efficient, diverse and comprehensive units by government equipment fleets.</p>	*
15	What is your Canadian market share for the Solutions that you are proposing?	<p>ODB also operates in product categories that are sold that primarily include government markets in Canada. They have a large, active dealership participation in Canada. They maintain approximately 45% of the Canadian market share.</p>	*
16	<p>Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.</p>	<p>ODB and its parent company, Alamo Group, have never petitioned for bankruptcy protection.</p>	*
17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>B. ODB is the manufacturer of Extreme Vac by ODB and the ARM line of equipment. The line of vacuum debris collectors are sold, serviced and supported by both dealers and the factory direct. Both ODB and their dealers work in tandem to support sales and service to the US and Canadian Sourcwell Members.</p>	*
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>ODB holds a license issued by the Virginia Department of Motor Vehicles for the manufacturing of Motor Vehicles and Henrico County Virginia Business License. See attached</p>	*
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>Neither ODB or their parent company, Alamo Group have ever received a suspension or disbarment.</p>	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>Since ODB's last submission to Sourcewell's Solicitation (2021), they continue to lead the industry in innovation and have applied for U.S. Patent's on the following items: 06/15/2021, US-11035089-B1 System and method for efficient engine operation. 05/03/2022, US-11319683-B1 Compact material collection system. 08/02/2022, US-11399623-B2 Cable Broom. 12/13/2022, US-11523676-B2 Gutter Broom. 09/12/2023, US-11753784-B2 Compact material collection system. 09/19/2023, US-11759004-B2 Gutter Broom. 03/19/2024, US-11933006-B2 Material collection system. 04/16/2024, US-11957298-B1 System and method for efficient engine operation. 04/16/2024, US-11959236-B1 Material collection system. 07/09/2024, US-12029312-B2 Gutter broom.</p> <p>ODB continues to be involved and support community enhancement as corporate sponsors to McGuire Veterans Hospital, Henrico County Homeless Shelter, Community Outreach - Prison Re-Entry Program, Varina School District Supplies Program.</p> <p>ODB is a member of the Better Business Bureau, participates in national and local trade associations and is a member of the Rotary Club.</p> <p>ODB is an Association of Equipment Manufacturers (AEM) participant. AEM Manufacturing Express is a multi state, 10,000-mile bus tour highlighting member companies and their impact on the US economy and their local communities.</p>	*
21	What percentage of your sales are to the governmental sector in the past three years?	ODB's market segment is strongly rooted in government sales. 95% of all sales are made to the government sector in the last 3 years.	*
22	What percentage of your sales are to the education sector in the past three years?	Approximately 3% of all ODB sales have been to the education sector in the past 3 years.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	ODB's premier Cooperative is Sourcewell, ODB no longer holds any other State or Local Cooperative Purchasing Agreements.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	ODB does not hold a GSA Contract or any Standing Offer Arrangements.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Gloucester Township, New Jersey, see attached Letter	Domenic Martino, Dmartino@glotwp.com	856-228-3144 est 3114	*
City of Cleveland Tennessee	Tommy Myers, Direction of Public Works Tmyers@cleelandtn.gov	423-472-2851	*
Town of Aurora New York	Charles Snyder csnyder@townofaurora.com	716-652-7590	*
Town of Ellicott	Bob Pickett, Superintendent	716-665-2101	
City of Milford Delaware	Charlie Nordberg, Public Works	302-985-1571	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *

26	Sales force.	<p>Old Dominion Brush (ODB) has a well-structured sales force designed to effectively support their customers and extensive dealer network.</p> <ol style="list-style-type: none"> 1. Internal Sales Representatives: ODB has four internal sales representatives who handle direct customer inquiries and support sales operations. 2. Sales Administrative Support: One individual provides administrative support to the sales team, ensuring smooth operations and handling necessary documentation. 3. Regional Sales Managers: There are three Regional Sales Managers at ODB. They are responsible for managing relationships with the dealer network across different regions and report directly to the Sales and Marketing Manager. 4. Product Specialists: The service and sales departments share two product specialists. These specialists have in-depth knowledge of ODB's product offerings and provide technical support and expertise to both customers and internal staff. 5. Parts and Service Staff: In addition to the sales team, ODB has dedicated Parts and Service staff. They support customer inquiries directly, handle service and warranty issues, and ensure the availability of necessary parts. <p>Overall, ODB's sales force is equipped with a mix of internal sales reps, administrative support, regional managers, and product specialists, all working together to provide comprehensive support to customers and maintain strong dealer relationships.</p>
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>ODB utilizes a US national and Canadian dealer network. The dealer listing is attached. There is also a dealer geographic coverage map attached. There are 22 independently owned US dealers that have a total of 56 dealer locations and there are two independently owned Canadian dealers with 9 locations across Canada. Salespeople from these dealerships actively call on prospective clients in their geographical areas of responsibility.</p> <p>I'm attaching a current map of our dealers, RSM and inside sales coverage.</p>
28	Service force.	<p>ODB employs a 14-person internal service team to support both dealers and direct customers. These employees focus on parts, warranty, service, and inventory control and report to the Operations Manager. ODB's dealer network also has dedicated service and parts teams and is required to maintain a minimum amount of inventory to support their specific customer volume and sales region. ODB's dealer network is typically the first point of contact for customers with service needs.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>ODB utilizes DuCo LLC as their Sourcewell Contract Administrator to oversee proper adherence to Sourcewell's Terms and Conditions by both the ODB/ARM Dealers and ODB's Internal Sales personnel. DuCo is integral in the order process from start to finish.</p> <p>A Sourcewell Member or ODB/ARM Dealer will contact DuCo for initial information, contract questions and ordering. DuCo will provide the prospective dealer with a quotation meeting the Sourcewell Contract requirements and if applicable, a letter to the Member allowing them the authority to issue a Purchase Order directly to a dealer. Purchase Orders are to be made out to ODB if no Authorization Letter is issued. If the dealer is authorized and accepts the Member Purchase Order, they will fulfill the order and will invoice for the item to the Member directly. For ODB direct sales, the Member will make out the Purchase Order to Old Dominion Brush Company, LLC. ODB will fill the order, ship the order to the local dealer for pre-delivery inspection and test, the local dealer will then deliver the unit, train on the unit and ODB will invoice the item to the Member. The local dealer will receive the proceeds of the sale in their prospective territory: this will encourage dealer contract participation. DuCo will be the single source, "quarterback" for the Sourcewell Contract sale and reporting the sales to Sourcewell as required.</p>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>ODB's customer service process is designed to provide comprehensive support through robust inventory management, active engineering involvement, and forward-looking digital tools:</p> <ol style="list-style-type: none"> 1. Inventory and Shipping: ODB has heavily invested in a well-stocked parts inventory and a same-day shipping program. This ensures rapid response and fulfillment for customers, reducing downtime and maximizing productivity. Both our factory and dealer network maintain parts levels that meet our customers' needs, supported by incentives that encourage deep discounts on stock orders. This includes customer discounts for maintaining their own parts inventories. 2. Self-Reliant Manufacturing: ODB manufactures 80% of our leaf vacuum components in-house, reducing dependence on third-party suppliers and maintaining consistent availability for parts and equipment. During supply chain disruptions like the pandemic, ODB's self-reliance allowed them to continue delivering machines and parts without delays, minimizing downtime for end users. 3. Engineering Field Support and Continuous Improvement: When complex issues arise that go beyond standard sales support, ODB's engineering team steps in to assist. Engineers travel to the field to address technical challenges directly, bridging the gap between customer needs and product design. This hands-on feedback loop allows ODB's team to incorporate insights from field performance directly into the production facility, ensuring ODB's designs evolve for better support and usability. 4. Digital Parts Management with eCommerce Launch: ODB is rolling out an eCommerce platform featuring individualized build sheets for each machine. These online build books streamline the process by integrating with a unified parts database, removing the need for redundant parts book updates and enhancing accuracy. This system references consistent part numbers across service parts, with increasing clarity and detail as the database grows. 	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	ODB currently commands the majority market share throughout the United States and is willing to provide products, parts and service to all Sourcewell participating entities.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	ODB currently holds the majority market share throughout Canada utilizing the Canoe contract process in Canada and is willing to provide products, parts and service to all Canadian Sourcewell participating entities.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	ODB expects to sell, service and support their products within all the United States and Canada and does not anticipate any geographic area that will not be fully serviced.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	ODB expects to sell, service and support their products to all participating entities.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There will be no restrictions in sales, service and support to Hawaii, Alaska and in US Territories other than the expense and time allowance for shipping. All quotations will show the costs involved prior to a Member issuing a Purchase Order so there are no surprise fees after the sales.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	ODB will consider and evaluate individual requests for extended terms on a case by case basis.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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<p>37</p>	<p>Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>ODB's marketing strategy for this cooperative purchasing contract combines dedicated training, strong visual branding, and targeted outreach to increase awareness and accessibility of Sourcewell's benefits:</p> <ol style="list-style-type: none"> 1. Comprehensive Sales Training: ODB provides extensive training for both their sales team and dealer networks, collaborating with DuCo, our Contract Administrator, and leveraging Sourcewell's robust resources. Through a mix of group sessions and tailored virtual meetings, DuCo's seasoned approach—shaped by over a decade of successful training in contract sales—ensures ODB's teams are well-versed in Sourcewell benefits. Additionally, ODB motivates their sales staff and dealers to participate in Sourcewell's regional training events, helping to deepen their knowledge and response capabilities. 2. Distinct Sourcewell Branding: ODB's Sourcewell partnership is highlighted prominently across multiple platforms. The Sourcewell Awarded Contract logo is consistently incorporated into ODB's brochures, website, and product materials to make clear their commitment to this exclusive contract. At trade shows, Sourcewell-branded banners signal to customers that ODB provides seamless, contract-based procurement options, allowing buyers to readily identify ODB as a Sourcewell supplier. 3. Industry Presence and Strategic Outreach: ODB's marketing extends to the most influential trade shows, including APWA's PWX, WasteExpo, and ConExpo, as well as key trade publications such as The Municipal and American Infrastructure. These channels allow ODB to reach a broad municipal audience and emphasize Sourcewell's streamlined purchasing benefits. 4. Customer Support and Education: To ensure ODB's customers fully understand Sourcewell's value, ODB encourages regular engagement with their dedicated Sourcewell Supplier Development Executive, who offers expert guidance and answers any questions about Sourcewell's procurement advantages. This dedicated support is central to ODB's commitment to a seamless, informative buying process for all Sourcewell members.
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<p>38</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>ODB leverages a range of digital marketing strategies to optimize its marketing performance and enhance customer engagement. The following outlines the key techniques utilized:</p> <ol style="list-style-type: none"> 1. Website: ODB provides interactive features on its website, allowing customers to find answers to their queries or connect with ODB representatives by completing a simple request form on product pages. These inquiries are directed to sales or service teams and logged in the company's CRM system. Additionally, ODB utilizes Google Analytics to monitor user behavior, track how visitors access the website, and optimize the site's effectiveness accordingly. 2. Search Engine Optimization (SEO): ODB optimizes its online content to improve visibility on search engines like Google. By targeting keywords related to debris vacuum products, ODB aims to secure top positions in search results, increasing its online exposure. 3. Content Marketing: ODB fosters strong relationships with its target audience by consistently delivering high-quality, relevant content. This approach builds trust and positions ODB as a valuable resource for its customers. 4. Search Engine Marketing (SEM): ODB engages in search engine marketing through Google AdWords, bidding for ad placements in Google's sponsored search links. This ensures that when users search for keywords related to ODB's offerings, relevant ads are prominently displayed. 5. Social Media Marketing: ODB actively promotes its products and services through social media channels, both organically and through paid advertisements. The company utilizes platforms such as Facebook, LinkedIn, and YouTube to enhance brand recognition, foster customer loyalty, and drive traffic to its website. 6. Email Marketing: ODB uses email as an efficient tool for customer service, enabling quick responses to specific needs or inquiries. Through targeted email campaigns, such as monthly sales newsletters, dealer product bulletins, and service updates, ODB maintains a strong presence with customers and prospects who have expressed interest in ongoing communication. 7. Re-marketing: ODB employs re-marketing strategies to target individuals who have previously visited its website. Using cookie technology, ODB ensures that ads for the products these visitors researched appear on other websites they visit, reinforcing brand recall and encouraging return visits. 8. Business-to-Business Software (GenAlpha): ODB has introduced a dedicated B2B platform, GenAlpha, where customers, dealers, and municipalities can order parts, brooms, and even configure and purchase complete products. The software also manages warranty information, serial numbers, and model details for future claims, streamlining the post-purchase experience. 9. Targeted Digital Marketing Program: ODB has implemented a focused digital marketing initiative aimed at re-engaging past customers who have not made a purchase in the last three years. This program is designed to re-establish relationships and encourage repeat business. 10. Government Bid Notifications: ODB has expanded its presence on digital platforms that notify the company of open government bids relevant to its products. This proactive approach ensures ODB remains competitive and informed about new opportunities in the public sector. <p>By employing these advanced digital marketing tactics, ODB continues to enhance its market reach, engage with its audience effectively, and drive business growth.</p>
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39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Sourcewell has proven expertise in promoting their contracts which has been reflected in the growth of Sourcewell Contract Sales. ODB's team has a strong working relationship with Sourcewell's team members responsible for managing the existing contract, and they value the shared commitment to customer service that underpins the long-standing partnership. ODB appreciate Sourcewell's presence at trade shows, "Getting to Know You" events, and Sourcewell University events, which strengthen ODB's visibility and engagement in the cooperative purchasing space. Additionally, Sourcewell has supported educational webinars and informational sessions to keep members informed.</p> <p>ODB's Commitment to the Sourcewell Buying Concept:</p> <p>ODB fully supports the Sourcewell contract buying model, which ODB sees as the future of their industry. At their National Dealer Meetings, ODB dedicates training sessions exclusively to Sourcewell sales education, covering how to effectively leverage the contract, address questions, and highlight success stories from dealers. ODB has embraced the flexibility of Sourcewell contracts, and most of the dealers now lead with this contract in the buying process. To further support this initiative, ODB has sent senior management to events like the H2O Conference annually and subsidized contract fees to make the Sourcewell contract even more appealing to the dealer network. ODB's growth in contract sales, almost 10% a year over the last three years is a testament to the aligned commitment between Sourcewell and ODB to provide top-tier products, service, and discounts to ODB's customers and Sourcewell Members.</p> <p>Additional Sales Integration Efforts</p> <p>ODB has also established Breakout Sessions at ODB's National Dealer Meetings, focusing on pricing strategy to ensure consistency and competitiveness. To support the dealers, ODB has developed a secure "Dealer Only" website that houses essential Sourcewell contract documents, pricing, fees, and terms and conditions, giving them easy access to everything they need to sell through this contract.</p>
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>ODB is launching an e-procurement site GenAlpha. This site was initially launched for parts ordering for the dealers. A product configurator option will be launched for dealers to aid in efficient and accurate order entry. Currently, ODB has not launched a site for use by end customers.</p>

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>ODB provides a thorough training initiative for their products. Immediately upon delivery of a unit an end user, an ODB authorized dealer will provide training on site during the time of delivery. This consists of operations and maintenance. If a member would like more extensive training, they can initiate that request to their local delivering dealer. Many independent dealers offer maintenance agreements for the products they represent and those services can be negotiated directly with that prospective dealer.</p> <p>ODB has training DVD's, and YouTube Videos that include operations, maintenance and safety available at no charge. There can also be video conferencing organized upon customer request.</p>

<p>42</p>	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>ODB's Commitment to Technological Advancement and Innovation:</p> <p>ODB (Old Dominion Brush Company) has been a leader in municipal equipment innovation for over a century, consistently advancing technology to meet evolving industry needs. With several technical innovations and pending patents, ODB continues to set the standard in debris collection and street sweeping.</p> <p>CAN-Controlled Engines and In-Cab CAN Controls:</p> <p>ODB utilizes Controller Area Network (CAN) technology to streamline operations, incorporating CAN controls on its 74HP John Deere diesel, 87HP Kubota gas, and 99HP John Deere diesel engines. This setup simplifies wiring and enables enhanced features such as remote throttle control, safety interlocks, and automatic shutdowns like clutch disengagement. The DCL800SM model, for instance, features in-cab CAN controls that allow for single-person operation, engine diagnostics, and critical safety functions—all from the safety of the truck cab.</p> <p>Eco Mode:</p> <p>ODB's Eco Mode is an innovative, patented feature that enhances efficiency by monitoring equipment status. It automatically adjusts RPM based on boom position or leaf presence in the intake duct, maximizing productivity while reducing fuel consumption by idling down when full power isn't needed. This helps reduce total energy consumption by 30-50%, particularly important given that fan horsepower demand increases exponentially with speed.</p> <p>Turn-Key Hooklift Package for Year-Round Flexibility:</p> <p>In collaboration with Alamo Snow and Ice, ODB now offers a turnkey hooklift package that adapts easily for all-season use, including leaf collection, snow and ice management, and general hauling. ODB has engineered the truck configuration to simplify setup for municipalities, minimizing costly configuration errors and speeding up acquisition.</p> <p>Impeller and Shredder Fan Innovations:</p> <p>ODB has continually refined its impeller and fan designs to improve longevity, performance, and maintenance ease. The company's redesigned fans feature fewer parts and reduced weld requirements, thanks to finite element analysis (FEA). Additionally, the impellers now incorporate a shredding capability with scalloped and toothed blade ends, allowing for smaller debris particles and higher compaction rates. This means more efficient debris collection and fewer trips to disposal sites. To support maintenance, ODB recently introduced a fan removal tool, which, combined with swing-away maintenance access, reduces fan replacement time from 8 hours to 1.5 hours on models like the DCL1000.</p> <p>Virtual Dual Steer System:</p> <p>In response to the rising cost of dual-steering setups, ODB developed a high-definition camera system that provides drivers with a curb-side perspective without requiring a dual-steer installation. This "virtual" dual steer has increased chassis compatibility for ODB equipment, easing integration and enhancing safety.</p> <p>Proportional CAN Boom Controls:</p> <p>The DCL800SM25 model uses proportional joysticks that communicate with power distribution via CAN messaging, enabling smooth, precise boom control. This CAN-based approach allows for easier operation and fine-tuned handling of the boom, increasing both productivity and user control.</p> <p>Efficient Hydraulic Systems:</p> <p>ODB's advanced hydraulic systems include a closed-loop hydrostatic fan drive on models like the DCL1000, reducing hydraulic oil usage and boosting efficiency. The hydraulic valves are non-proprietary and pressure-compensated, ensuring precise, proportional control and long-term reliability.</p> <p>Efficient Fan Production Process:</p> <p>ODB's commitment to innovation extends to manufacturing, where redesigned fans now require fewer parts and welds, lowering production costs and energy usage. Robotically welded, stress-relieved, and dynamically balanced, these fans are built to ensure high quality and long-lasting performance.</p> <p>By focusing on customer needs and investing in cutting-edge technology, ODB remains committed to delivering efficient, reliable, and versatile equipment for municipalities across the country.</p>
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<p>43</p>	<p>Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.</p>	<p>ODB integrates numerous "Green Initiatives" into the design of their equipment, enhancing recycling and composting programs for yard waste. ODB's vacuum debris collectors are designed to minimize landfill contributions and promote effective composting.</p> <p>Optimized Impeller</p> <p>ODB's impellers are precisely matched to the horsepower of the engine in the debris system. They optimize their weight, airflow inertia, and size to achieve the most efficient performance throughout the engine's power range.</p> <p>Efficient Impeller Production: ODB impellers are laser-cut from metal, ensuring minimal wear and distortion. They are weighed, sorted, and robotically welded to create a balanced fan. ODB's robotic welding delivers highly consistent results, while dynamic balancing with custom hardware and software ensures optimal engine life. ODB's use a sub-harmonic vibratory stress-relief process, which avoids the thermal side effects common in traditional heat-treating methods. This green alternative, endorsed by the U.S. Department of Energy, cuts carbon emissions and energy consumption by up to 98% and significantly reduces weld cracking. This process enhances the durability of our equipment, which is crucial for withstanding the demanding conditions of leaf season.</p> <p>Load Sense: Our Load Sense feature helps prevent overloading, removing the risk of operator error and reducing the energy required to transport an overloaded unit.</p> <p>Height Sense: The Height Sense system automatically adjusts the boom height over debris, while the operator controls two axes with a joystick. This ensures optimal positioning and a more consistent flow through the system, reducing energy consumption by 10-30% and minimizing operator error.</p> <p>Shredding Fan: ODB's shredding impeller grinds debris into a 30% finer mulch using the same energy as a standard impeller. This finer mulch accelerates the decomposition process, making it ready for use as mulch or compost.</p> <p>Star Impeller: Our Star Impeller design reduces the number of parts needed, requiring less energy for cutting, welding, and positioning. This design also allows for robotic welding and creates a more durable impeller that resists fatigue.</p> <p>Single Operator Units: ODB is pioneering technology that allows our equipment to be operated by a single person, compared to the previous requirement of a four-person crew. Features like right-side drive and full in-cab operation enhance visibility and efficiency.</p> <p>Hook Lift Units: Our debris collectors are versatile, using a hook lift system to switch between various configurations such as dump trucks or spreaders. This allows the same chassis to be used year-round for multiple applications.</p> <p>Value Engineering: ODB invests in its engineering team to redesign weldments and assemblies, reducing parts and energy use while maintaining or improving structural integrity. For example, a weldment used in 70% of our machines was streamlined from 32 parts to just two.</p> <p>Environmental Commitment: ODB's products use auxiliary engines that meet the highest EPA emissions standards. Their manufacturing facility actively participates in steel and cardboard recycling programs and utilizes LED lighting to further reduce their environmental impact.</p> <p>Patents</p> <p>8/2020: U.S. Patent Application for Efficient Engine Operation: This system optimizes energy consumption by over 70% for vacuuming debris, using advanced sensors and logic to determine the precise vacuum needed. It is featured in several 2020 models and has received positive feedback from users.</p> <p>· 10/21/2020: U.S. Patent Application for Non-CDL Patent: This innovation addresses the challenges of transporting bulky material collection equipment by creating a compact, efficient system that can be operated by a light-duty vehicle, reducing energy consumption and eliminating the need for a commercial driver's license.</p> <p>Newsweek awarded Alarm Group, ODB's parent company, as one of the Greenest Companies in America 2025. See attached document hyperlink. ODB and Alamo Group are committed to sustainable power, 20% of ODB's energy consumption is generated from wind and solar courtesy of Duke Power.</p>
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<p>44</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>ODB's fans have been certified by two of their national partners, Kubota and John Deere. These certifications confirm that the performance curves of ODB's fans enhance engine efficiency and contribute to reducing operational costs.</p> <p>ODB also has its Fan Balancing equipment certified annually to guarantee that every fan meets high-quality standards, whether it is shipped with a debris collector or sold as an aftermarket part.</p> <p>The engines used by ODB are EPA CARB certified. CARB-compliant equipment generates fewer harmful emissions, toxins, and particulates, leading to cleaner and safer air quality.</p> <p>ODB utilizes fuel tanks produced by Domestic, LLC, which have been certified by the California Air Resources Board under Executive Order RM-17-012B for Spark-Ignition Marine Watercraft Evaporation Emissions. (ca.gov)</p> <p>Chassis purchased by ODB (Freightliner, International, Peterbilt, Isuzu) are "Certified Clean Idle." This certification ensures that the engines produce minimal pollutants while idling, helping to reduce overall environmental impact and maintain better air quality. ODB has built a unit utilizing 100% EV chassis. This unit is in test and expected to be offered on contract in early 2025.</p>
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<p>45</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Since 1910, Old Dominion Brush (ODB) Company has been a trusted leader in municipal equipment manufacturing, with over a century of expertise in street sweepers and debris collection solutions. ODB's depth of knowledge and commitment to excellence set it apart in the industry. They continuously innovate to develop products that meet and exceed their customers' evolving needs. Through a well-established dealer network, each Sourcewell member can depend on dedicated service to keep their equipment running reliably. Unlike other manufacturers in the field, ODB offers an unmatched product portfolio. Rather than simply selling what's available, ODB's goal is to recommend the right debris collector tailored to each customer's unique application. With a range of 12 models—including both truck-mounted and trailer-mounted options—ODB is equipped to address a wide array of customer needs. As a proud U.S. manufacturer, ODB builds 90% of its products domestically, reinforcing their commitment to quality and local production.</p> <p>ODB's Latest Innovations Include:</p> <p>Eco Mode: This feature reduces energy consumption automatically when full power isn't needed, without requiring operator input. Since fan horsepower is the primary energy draw, and its demand increases exponentially with fan speed, Eco Mode minimizes fan speed as needed, reducing total energy consumption by 30-50%.</p> <p>EV chassis from utilized the newest CARB requirements. ODB now makes products that meet requirements for the entire US and plans to offer this to Sourcewell Members in early 2025. No other supplier of debris equipment offers this wide a variety of products to meet Sourcewell Members needs.</p> <p>Turn-Key Hooklift Package: In partnership with Alamo Snow and Ice, ODB now offers a year-round, all-season hooklift solution. This package enables municipalities to easily switch between attachments for leaf collection, snow and ice management, and flat or dump beds. ODB has done the engineering work, simplifying acquisition and reducing the chance of costly setup errors.</p> <p>Impeller Design Improvements: ODB continues to refine its impeller for greater durability, performance, and ease of maintenance. A recently introduced fan removal tool significantly reduces replacement time, particularly in the DCL1000 model, where fan replacement now takes just 1.5 hours instead of 8, thanks to a swing-away access to the fan housing.</p> <p>Virtual Dual Steer: This high-definition camera system gives drivers a curb-side perspective without the need for traditional dual-steering installation, which is becoming prohibitively expensive. This innovation has made it easier to source compatible chassis each year.</p> <p>Efficient Hydraulic Systems: ODB's DCL1000 model features a closed-loop hydrostatic fan drive that reduces hydraulic oil usage and maximizes efficiency. Across all models, ODB uses a reliable, pressure-compensated, non-proprietary hydraulic valve for precise control and optimal performance.</p> <p>After identifying the market needs of equine centers for quicker, labor-saving, and safer stall shavings clean-outs, ODB assessed their product portfolio for a suitable base model to adapt. The DCL8031E self-contained trailer was selected as it meets these requirements due to its narrow design, which allows it to fit down stable aisles, and its cost-effectiveness to align with the generally lower capital budgets of equine facilities compared to other units. To further tailor it to equine operations, ODB added a 25-foot extension hose for enhanced reach into stalls and a specialized maneuverable nozzle designed for efficient operation within confined spaces—features that are not typically necessary for municipal leaf collection. These adaptations make the 8031E an ideal solution for the equine stall clean-out market.</p> <p>The acquisition of ARM's Leaf and Debris Vacuum product line enhances ODB by creating synergies across product lines, which reduces lead times and lowers costs through shared inventory management, combined sales efforts, and optimized fixed costs. This integration enables ODB to provide greater value to a broader customer base.</p> <p>ARM TruckCorp LLC sold its Leaf and Debris Vacuum product line to ODB. ODB will continue to manufacture and sell the trailer, roll-off, and chassis-mount machines in the product line, including spare parts and service support, under the ARM name. For Sourcewell, this means that ODB can now offer a more versatile range of products, catering to distinct market segments with tailored solutions. While the ODB line is feature-rich, allowing for cost-effective maintenance with replaceable parts, the ARM line offers a simpler design with larger weldments, making it ideal for municipalities that prefer to perform in-house repairs. This distinction allows ODB to meet varied customer needs, from municipalities seeking robust, easy-to-maintain equipment to those needing cost-effective solutions with adaptable service options.</p>
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<p>46</p>	<p>Describe the safety features your equipment offers such as emergency stop, operator presence control, roll over protection systems, guarding, noise reduction, stability controls, warning lights, etc.</p>	<p>ODB designs its equipment with operator and public safety as a top priority, drawing from customer feedback, industrial best practices, and sound engineering principles. The equipment includes several safety features designed to enhance operator control, reduce risks, and simplify maintenance. ODB sells 50% of its products as a single person operated unit. These units are mounted on a chassis with dual steering to keep the operator out of harms way and in an environmentally and climate controlled cab with all safety features of seat belts, roll over protections, HIPA filters and noise reduction and vibration reduction systems installed.</p> <p>Safety Interlocks: the units are equipped with interlocks that ensure the machine is in the correct configuration before engaging key functions, such as operating the fan, initiating the dump cycle, or performing maintenance tasks.</p> <p>Emergency Stop Functionality: On truck-mounted units, emergency stop buttons are available for remote shutdown from the cab, allowing operators to disable the machine quickly and safely if needed.</p> <p>Comprehensive Guarding: Guarding is applied around areas with potential pinch points and rotating shafts to prevent accidental contact where possible.</p> <p>Enhanced Visibility: Each unit comes with stock strobe lights and conspicuity tape on moving parts to increase visibility and alert others to the machine's presence.</p> <p>Improved Maintenance Safety: New features, such as a door prop, allow operators to secure the door without needing additional assistance. Additionally, bottom exhaust screens are designed for tool-free cleaning, simplifying the process and eliminating the need to remove parts.</p> <p>Ground-Level Maintenance Access: The DCL1000 model is designed for maintenance tasks to be performed from ground level, reducing the need for operators to climb or use ladders for routine part replacements.</p> <p>Dust Suppression System: Included as a standard feature on the DCL1000 and as an option on other models, the dust suppression system redirects dust downward, minimizing airborne particles as the material leaves the collection box and improving air quality around the unit.</p> <p>Through these safety features, ODB ensures that its equipment is built for safe, efficient operation, prioritizing both operator well-being and public safety.</p>
<p>47</p>	<p>Describe any ergonomic features your equipment has such as anti-vibration, suspension and swivel seating, adjustable handles, ergonomic control layout for ease of reach, padded shoulder straps or harnesses, easy pull-start cords, etc.</p>	<p>ODB designs its equipment with operator comfort and ease of use in mind, incorporating a range of ergonomic features to enhance productivity and reduce fatigue.</p> <p>Integrated Joystick Mounting: The operator's joystick is mounted on the armrest inside the truck cab, moving seamlessly with the air-ride seat. This "Deluxe" seat offers full adjustability, robust support, and advanced air suspension, promoting comfort over long shifts.</p> <p>Upgraded Dual Steer System: With the latest Freightliner M2 Plus, ODB's premium dual steer system provides increased legroom and greater space for the operator to maneuver the steering wheel, creating a more comfortable driving environment.</p> <p>Secure Access with Enhanced Safety: All equipment includes strategically placed grab handles to enable three points of contact at all times. Operator steps are wide and grated, ensuring stable footing and reducing foot pressure, even in wet conditions.</p> <p>Optional Wireless Bellypack for Remote Operation: For remote control, a wireless bellypack is available as an upgrade, allowing the operator to run the machine from the comfort of the truck cab. This option provides a quiet, climate-controlled environment protected from external elements.</p> <p>Ergonomically Designed Nozzle Controls: ODB's nozzle controls have evolved to ensure easy operation with minimal strain. The in-cab joystick features a low-pressure deadman trigger, allowing operators to maintain a secure grip throughout the day without experiencing hand fatigue.</p> <p>By prioritizing ergonomics, ODB delivers equipment that not only enhances operational efficiency but also promotes the long-term well-being of its operators.</p>

48	Describe features your equipment offers that positively impact the environment such as low-emission engines, battery powered and electric, eco-mode settings, biodegradable fuel use, water conservation technology, solar powered charging capability, smart technology, auto-shut off/no-idling systems, etc.	<p>ODB is committed to reducing environmental impact through innovative technology and energy-efficient design in their equipment.</p> <p>Eco-Mode for Energy Efficiency: ODB's pioneering Eco-Mode technology automatically reduces fan speed when active input isn't needed, resulting in energy savings of 30-50%. This seamless feature conserves fuel and reduces emissions without requiring operator intervention.</p> <p>Single-Engine Configuration: ODB's single-engine models eliminate the need for an additional auxiliary engine, reducing both fuel consumption and maintenance demands. This design improvement minimizes the equipment's overall carbon footprint and streamlines operation.</p> <p>Electric Chassis Option: ODB's offer models with fully electric chassis, eliminating the need for a traditional diesel-powered engine for propulsion. This electric option reduces greenhouse gas emissions and supports municipalities striving to meet sustainability goals.</p> <p>Through these features, ODB continues to lead in environmentally conscious design, providing municipalities with effective solutions that reduce resource consumption and emissions</p>
49	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.)	<p>ODB prioritizes their customers' ability to have sustainable, serviceable, productive equipment and operational efficiency. Their in-stock parts availability is second to none. They have 90% of parts shipped within 48 hours and 80% within 24 hours.</p> <p>All of the product manuals are posted to the ODBco.com website and, with additional log-in credentials, Sourcewell Members have access online to:</p> <ul style="list-style-type: none"> ·Hydraulic schematics ·Electrical schematics ·Dealer territory maps ·Parts price list ·Warranty claim forms ·Parts Return Authorization Forms ·Product literature ·Long-term and cold-weather storage guides for both John Deere and Kubota engines ·Winterization and general maintenance materials ·Kubota/John Deere warranty information ·Isuzu extended warranty information ·Unit Wear Item Quick List <p>Comprehensive E-Commerce and Technical Support: ODB's e-commerce platform captures the knowledge of our service team, allowing customers and dealers to search for parts by serial number to ensure accuracy. It also includes access to technical service bulletins, making it a valuable resource for troubleshooting and product maintenance.</p> <p>Dedicated Customer Service and Technical Support Team: ODB's support team includes three dedicated customer service representatives, three warranty administrators, and five engineers available for complex service and warranty issues. This team provides expert assistance to keep equipment running smoothly and addresses technical concerns as they arise.</p> <p>On-Site and Dealer Training Programs: When needed, their service team conducts on-site training to ensure optimal use and maintenance of equipment. Additionally, we host annual sales and service training for dealership partners, enhancing their knowledge of new equipment features and best practices for field support.</p> <p>With these features, ODB provides an unmatched level of service and support, ensuring our customers and dealer partners can rely on them for quick, reliable assistance and streamlined parts access.</p>

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
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50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Most of the local dealers that will be involved in this process are SBE, MBE, WMBE, HUB Zone or Veteran owned businesses. The actual participation of each will be dictated by the customer's delivery area. The actual local entity status will be provided to the customer upon request prior to the order being placed.</p> <p>ODB is also utilizing a Small Disadvantaged Woman Owned Business, DuCo, LLC, to administer any awarded Sourcewell Contract.</p>	*
51		Minority Business Enterprise (MBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Most of the local dealers that will be involved in this process are SBE, MBE, WMBE, HUB Zone or Veteran owned businesses. The actual participation of each will be dictated by the customer's delivery area. The actual local entity status will be provided to the customer upon request prior to the order being placed.</p> <p>ODB is also utilizing a Small Disadvantaged Woman Owned Business, DuCo, LLC to administer any awarded Sourcewell Contract.</p>	*
52		Women Business Enterprise (WBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Most of the local dealers that will be involved in this process are SBE, MBE, WMBE, HUB Zone or Veteran owned businesses. The actual participation of each will be dictated by the customer's delivery area. The actual local entity status will be provided to the customer upon request prior to the order being placed.</p> <p>ODB is also utilizing a Small Disadvantaged Woman Owned Business, DuCo, LLC to administer any awarded Sourcewell Contract.</p>	*
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
54		Veteran-Owned Business Enterprise (VBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Most of the local dealers that will be involved in this process are SBE, MBE, WMBE, HUB Zone or Veteran owned businesses. The actual participation of each will be dictated by the customer's delivery area. The actual local entity status will be provided to the customer upon request prior to the order being placed.</p> <p>ODB is also utilizing a Small Disadvantaged Woman Owned Business, DuCo, LLC to administer any awarded Sourcewell Contract.</p>	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
56		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Most of the local dealers that will be involved in this process are SBE, MBE, WMBE, HUB Zone or Veteran owned businesses. The actual participation of each will be dictated by the customer's delivery area. The actual local entity status will be provided to the customer upon request prior to the order being placed.</p> <p>ODB is also utilizing a Small Disadvantaged Woman Owned Business, DuCo, LLC to administer any awarded Sourcewell Contract.</p>	*
57		Small Disadvantaged Business (SDB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Most of the local dealers that will be involved in this process are SBE, MBE, WMBE, HUB Zone or Veteran owned businesses. The actual participation of each will be dictated by the customer's delivery area. The actual local entity status will be provided to the customer upon request prior to the order being placed.</p> <p>ODB is also utilizing a Small Disadvantaged Woman Owned Business, DuCo, LLC to administer any awarded Sourcewell Contract.</p>	*

58		Women-Owned Small Business (WOSB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Most of the local dealers that will be involved in this process are SBE, MBE, WMBE, HUB Zone or Veteran owned businesses. The actual participation of each will be dictated by the customer's delivery area. The actual local entity status will be provided to the customer upon request prior to the order being placed.</p> <p>ODB is also utilizing a Small Disadvantaged Woman Owned Business, DuCo, LLC to administer any awarded Sourcwell Contract.</p>
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Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
59	Describe your payment terms and accepted payment methods.	Payment terms are net 30 unless otherwise arranged prior to purchase on a case-by-case basis.
60	Describe any leasing or financing options available for use by educational or governmental entities.	ODB does utilize municipal and non-profit leasing through third party vendors if there is Member interest. ODB does not quote rates or terms for leasing, however it should be known to Members that we have this service available to them. ODB will work with other Sourcwell Awarded Vendors or any leasing agency of the Members Choice.
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	See the attached Sample Sourcwell Quote
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	<p>ODB will accept the P-Card or credit cards for all members with no fees for parts.</p> <p>P-card will not be acceptable for leaf vac units.</p>
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>It is ODB's intent to offer a percentage discount from the manufacturer's base unit list price on every model to Sourcwell Members.</p> <p>ODB mounts some of their products on commercial truck chassis. In order to provide the customer with convenience, faster delivery times and the best pricing available, ODB will offer these truck chassis with no profit associated or a a Pass-Through price. This will enable the Member to utilize quantity discounts that are offered by the chassis manufacturer to body manufacturers. ODB purchases chassis with substantial quantity discounts because they use the buying power of all Alamo Group Companies (Alamo is the parent company of 13 manufacturers including ODB). ODB will allow the customer to supply their own chassis in which to mount the body also.</p>
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	ODB is proposing a 4% discount from the base model unit MSRP for all of their models.
65	Describe any quantity or volume discounts or rebate programs that you offer.	<p>ODB is proposing an additional discount for volume purchases. There will be an additional 1% discount off the base unit price for a single purchase order for 4 or more units.</p> <p>ODB does not offer any rebate programs at this time.</p>
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	It is ODB's intention to cover all items available on their commercial price lists. ODB does realize, from time to time, there may be individual member requirements that will not be listed. ODB will provide any items "specific" to Sourcwell Member's needs that they are able to. If a Member's specific need is a type of product, ODB will handle such items as a SOR (Special Order Request). The pricing for SOR items will be cost plus 25%. Each SOR request may require engineering, design and/or require technical review. These items will be priced as labor hours added into the cost of the item. Prior to accepting an order with Open Market items from a Sourcwell Member, ODB will discuss the availability and price of a specific item. Any documentation of cost that ODB can provide for these items will be presented on an individual basis when requested.

<p>67</p>	<p>Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.</p>	<p>There are several costs not included in the pricing submitted in this proposal. These costs are listed below:</p> <p>Freight and Delivery: Freight costs will be pre-paid and added to the Members Quote and Invoice. Small items will be, in most cases, delivered by UPS. Other freight carriers may be utilized in shipments, i.e. Federal Express, DHL, common carrier for truck freight and drive-a-way service. Because of the quantity of items shipped by ODB, ODB receives a substantial discount. Members will be able to utilize this discount if requesting shipment to their location. Members may also use their own transportation. Minimal handling fees may be added where special packaging is required. The Member will be notified of these charges if applicable prior to order placement.</p> <p>Federal Excise Tax: ODB is required by law to collect Federal Excise Tax on any truck mounted unit rated above 33,000 GVW. This tax will be added to the customer invoice as a separate line item. ODB will pay this tax directly to the Internal Revenue Service. The rate of tax is calculated at 12%. Most municipal and non-profit entities are exempt from this tax. If ODB is provided a Federal Excise Tax Exemption Certificate, they will not be required to collect this tax.</p> <p>Mounting Fee: This fee is charged to the customer when ordering a truck mounted or hook lift type unit. Mounting fees cover the cost of the mounting of the body on the desired truck chassis or hook lift.</p> <p>Federally Mandated Items: The cost of any federally mandated items will be passed on to the Member. ODB's pricing includes any federally mandated items that are mandated at the time of this proposal. Should there be a Federal Mandate after the date of this proposal, any cost incurred to meet the requirements of this mandate will be passed on to the member. Any costs applicable will be provided to the Member prior to any Purchase Order being issued. This fee would typically be charged to meet any future EPA standards that may arise. An example of such costs would be in meeting Federal Emission Standards.</p> <p>Local Dealer Pre-Delivery Inspection, On Site Training, and Local Delivery Fees: These costs are charged by local dealers to inspect, test, in service the unit, local extended delivery and follow up training. These costs are a pass through cost to the member from the local dealer.</p>
<p>68</p>	<p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>All freight charges are pre-paid and added to the Member quotation for convenience. Members always have the choice of picking up the units at the factory or retain a 3rd party of their choice to deliver the equipment. ODB has negotiated quantity-discounted shipping rates that members can take advantage of.</p> <p>Most offered items are custom built to customer specification. Anticipated delivery of items ordered on a stock chassis or customer supplied chassis is expected to be 45-90 days after receipt of order or customer chassis. Anticipated delivery of an item ordered on a "special order" chassis is expected to be 120-180 days after receipt of order; however, this time can vary greatly depending upon chassis manufacturer back log.</p> <p>Delivery of truck mounted units will be pre-paid and added to Member Quotation and Invoice. Both "Drive-A-Way" service and common carrier service will be used.</p>
<p>69</p>	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>The shipping and delivery charges for Canada, Alaska and Hawaii and any other off shore location are the same as the previously stated delivery programs for the contiguous US. The shipping charges to the port location will be calculated in the same manner.</p> <p>If the customer wishes ODB to deliver via ocean transport, ODB will pass on the negotiated shipping rates that they will pay to the ocean transport carrier to the Member. It has been their experience that the customers in these locations usually have their own negotiated rates with shipping carriers. If this is the case, ODB will provide the customer shipping to their desired port and provide the customer with the appropriate documentation required. ODB strives to provide the equipment as customer specified and to their satisfaction upon delivery.</p>

70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As stated above, ODB does have negotiated, competitively bid freight pricing. Most of the ODB Dealers do have units in stock and Member's can purchase those units to enhance delivery times and in some cases better prices for any previous year's inventory.	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	ODB builds in an automatic audit process. DuCo, LLC, being the proposed Contract Administrator and single source for Sourcewell quotations, allows for this self-audit process. ODB will not have to rely on multiple reports from individual dealerships for an accurate accounting of sales. DuCo will have the ability to account for every sale at time of order. There is no after-the-fact gathering of information. DuCo prepares the quotation for each Member under the Contract guidelines. Every Sourcewell Member quotation delineates the Sourcewell Contract Number. When a Purchase Order is received, ODB will require the Purchase Order to reference the contract number. This process makes it clear for all personnel to recognize that it is a Sourcewell contract sale. The sale, when received, is booked and accounted for on the Sourcewell sales spreadsheet. This makes the end of quarter reporting complete at the actual end of quarter. As a secondary check, when ODB receives a payment for a unit, ODB will verify the contract used for its purchase. This ensures the correct accounting for the sale on a second level.	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	ODB values the ability to service Sourcewell Members with their products. In order for ODB to ensure they are providing a product that Sourcewell Members want, they will be evaluating the sales, Quarterly and Annually, to ensure growth. ODB will respond accordingly to specific regional performance through Dealer Training as well as participation in Sourcewell training classes. As a member of the Alamo Group, ODB is expected to increase their sales each year. ODB operates with an annual marketing plan to ensure that they maximize their outreach to potential customers, including Sourcewell Members in order to achieve their goal. It is ODB's goal to not only increase its company sales to Sourcewell Members each year but increase their market share to Sourcewell Members. If they are able to see a measured increase in Sourcewell market share when compared to other companies in their product category, they feel this is a strong measurement of success with the Sourcewell Contract.	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	ODB proposes an administrative fee of 1%. The fee will be calculated on the member price less chassis cost, sales tax (if applicable), and dealer prep/delivery fees.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	ODB fully recognizes the value of the national Sourcewell Contract and as such gives the best discounts available to Sourcewell Members

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
75	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>ODB Debris Collector Equipment:</p> <p>Truck Mounted Units: The Truck Mounted Debris Collector units are a, chassis mounted, fully automated one person operational design. All units are equipped with in cab controls to create a safe and efficient way to collect debris. Truck mounted</p>

debris collectors are offered within 4 different cubic yard models; the 14, 20, 25, & 30, all standard with the Kubota 3.8L Gasoline 87HP engine, 28" suction impeller with steel blades, electronic engine controls with safety shut downs, 3 axis hose boom, Urethane suction hose with steel nozzle, and many more additional standard features. Our new EV unit chassis will meet the highest environmental requirements of CARB states. ODB will offer this in a standard 25 yard capacity unit in early 2025.

Hook-Lift units: These units have a Hook – lift hook mounted between the frame rails that can lift a framed standard vacuum unit. These units are chassis mounted, fully automated one-person operational design. All units are equipped with in-cab controls to create a safe and efficient way to collect debris. Truck mounted debris collectors are offered within 4 different cubic yard models; the 14, 20, 25, & 30, all standard with the Kubota 3.8L Gasoline 87HP engine, 28" suction impeller with steel blades, electronic engine controls with safety shut downs, 3 axis hose boom, Urethane suction hose with steel nozzle, and many more additional standard features.

Single Engine Chassis mounted units: The single engine unit is a chassis mounted unit, fully automated one person operation. All units are equipped with dual steering and in cab mounted controls for efficiency in debris collection. This unit comes with a 25-yard hopper and is powered off of the chassis engine through a VPD (Variable Power Divider) that drives both a PTO and a hydraulic pump. This allows the unit to transfer about 150 horsepower from the chassis engine to the operation of the fan for vacuum and the hydraulics to operate the boom to pick up the debris. This unit has 30 less maintenance points and is the highest horsepower unit in the industry.

Combo Unit: This unit is a standard hook-lift unit, lift hook mounted between the frame rails that can lift a framed standard vacuum unit. These units are chassis mounted, fully automated one-person operational design. All units are equipped with in-cab controls to create a safe and efficient way to collect debris. Truck mounted debris collectors are offered within 4 different cubic yard models; the 14, 20, 25, & 30, all standard with the Kubota 3.8L Gasoline 87HP engine, 28" suction impeller with steel blades, electronic engine controls with safety shut downs, 3 axis hose boom, Urethane suction hose with steel nozzle, and many more additional standard features. In addition, it also comes with a V body spreader mounted on a hook lift as well as front frame rails extended for accepting a mounting platform for a snowplow with full length trip mechanism. This package is sold as a total package with all of the hydraulic (Force America) controls in place for all attachments.

Self-Contained Unit: The Self Contained Debris Collection category is a trailer mounted debris collection system with a hydraulic dumping box container available in 14, 20, 25 and 30 cubic yard capacities. Combining the power of the Kubota 87HP Gas Engine or the John Deere 4-cylinder 74HP diesel engine with a six blade impeller, the engine is covered by a custom sheet metal enclosure constructed of 16-gauge steel and has front and rear access doors with stamped louvers for optimum ventilation. The Self Contained units have a large 16" diameter x 100" long 3/8" thick wire reinforced rubber hose on the intake. This heavy duty hose is raised and lowered hydraulically by an electric/hydraulic hose boom. The boom swivels on two 1.5" diameter flange bearings connected to the barrel style inlet allowing for nearly effortless movement of the intake hose.

Non CDL Unit: The Non CDL unit is a compact version of the self-contained debris collector line offered by ODB. This unit offers a 16 cubic yard hopper mounted on an Isuzu NRR diesel, 215HP non-cdl Chassis, powered by an environmentally friendly 3- cylinder Kubota Diesel 24HP engine with dual steer. This unit is designed as a one person operation, equipped with in cab controls to create a safe and effective work environment. Some of the standard options for The Non CDL include the direct belt drive, Eco Mode, 3 axis boom, 20" impeller, and the 12" urethane suction hose, to only name a few.

Tow behind Units: The tow behind units are trailer mounted, belt driven units created to tow behind a work vehicle to collect debris, shred and blow out into a dump bed, or box. ODB offers 4 different versions of tow behinds to ensure customer satisfaction including the LCT600, LCT6000, LCT650, and LCT450. These units come standard with many options, some of which are the rubber intake hose with steel nozzle, rubber exhaust hose, LED lights and amber flashers, 6 blade impeller, 13" clutch assembly, Electronic Engine controls with engine safety shut down system, as well as many others to add. These units are heavy duty and designed for the toughest jobs.

ARM Brand Overview

The ARM brand complements the ODB product line by offering truck-mounted units and debris collection systems designed with simplicity and affordability in mind, making them accessible to a broader market. The ARM product line also leverages a separate dealer network, effectively expanding ODB's footprint and creating more opportunities through cooperative purchasing programs like Sourcewell. Key product

		<p>offerings include:</p> <p>Truck-Mounted Units ARM truck-mounted debris collectors feature a 25-cubic-yard hopper powered by a 74HP Diesel Kohler engine. These units utilize a direct-drive system, reducing complexity and providing easier operation and maintenance for operators and mechanics. The simpler design results in a cost-effective solution for customers while maintaining the durability and functionality expected in debris collection equipment.</p> <p>Self-Contained Units ARM's self-contained debris collection units are available in 17, 20, 25, and 30-cubic-yard capacities. These trailer-mounted systems provide reliable performance and versatility, allowing municipalities to choose the model that best suits their operational needs.</p> <p>Leaf Loader The ARM brand offers a specialized leaf loader for municipalities seeking a lower-cost, less capital-intensive leaf collection system. This unit is designed to meet seasonal needs efficiently without requiring the investment associated with larger, more complex debris collection equipment. By catering to markets that demand simplicity and affordability, the ARM product line expands ODB's reach and aligns with the company's commitment to serving diverse customer needs.</p> <p>ODB also manufactures a complete line of Sweeper brooms: Gutter brooms, main brooms, strip brooms and wafer brooms for all manufactures in the United States.</p>
76	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Subcategories of Solutions</p> <ol style="list-style-type: none"> 1. Leaf Collection Equipment <ul style="list-style-type: none"> Truck-Mounted Debris Collectors Self-Contained Trailer-Mounted Debris Collectors Non-CDL Debris Collection Units 2. Stormwater Management Solutions <ul style="list-style-type: none"> Equipment for Clearing Storm Drains and Runoff Areas Tools for Removing Litter from Stormwater Systems 3. Litter and Debris Collection <ul style="list-style-type: none"> Highway Litter Collection Systems (Departments of Transportation) Municipal Litter Collection Along Roadways and at Transfer Stations Event Cleanup Equipment for Festivals and Urban Areas 4. Landfill and Transfer Station Solutions <ul style="list-style-type: none"> Yard Waste Collection Systems Wood Chip and Mulch Collection Equipment Equipment for Litter Collection at Municipal and Private Landfills 5. Snow and Ice Management <ul style="list-style-type: none"> Hooklift-Compatible Equipment: Plows, V-Body Spreaders, and Brining Systems 6. Shoreline and Waterway Cleanup <ul style="list-style-type: none"> River, Pond, Lake, and Reservoir Litter Collection Systems Surface and Shoreline Cleaning Equipment 7. Equestrian and Agricultural Applications <ul style="list-style-type: none"> Extended Wander Hose Systems for Cleaning Animal Stalls Livestock and Equine Show Stall Cleaning Solutions 8. Urban Maintenance Solutions <ul style="list-style-type: none"> Equipment for Augmenting Street Sweeper Fleets Debris Collectors for Festival and Event Cleanup 9. Higher Ed and K-12 grounds and parking lot debris cleaners.

Table 88: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
77	Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal	<input checked="" type="radio"/> Yes <input type="radio"/> No	ODB has demonstrated and repeated success for lawn care companies, golf courses, neighborhoods, sidewalks, walking paths and parking lot maintenance.
78	Irrigation and aeration equipment, systems, parts, and installation	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
79	Beach and waterfront maintenance equipment and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	ODB has several units installed for beach litter collection. Several waterside towns have purchased these units to vacuum debris from the water surface and the shoreline. Many units operate daily from a boat to pick up debris.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - ODB SW Pricing 11_25_24.xlsx - Tuesday November 26, 2024 12:04:31
- [Financial Strength and Stability](#) - Financial Strength Doc.zip - Saturday November 23, 2024 08:58:11
- [Marketing Plan/Samples](#) - Marketing and Awards.zip - Saturday November 23, 2024 08:58:46
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - EXAMPLE SW 031121 ODB QUOTE .pdf - Saturday November 23, 2024 08:59:05
- [Requested Exceptions](#) - Master Agreement_Grounds_Maintenance_Eqt_RFP_112624 Clarification to Spec Article 2 number 11.pdf - Monday November 25, 2024 14:29:07
- [Upload Additional Document](#) - Additional Documents.zip - Saturday November 23, 2024 09:00:01

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - M.J. DuBois, Contract Administrator, Old Dominion Brush Company, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6 Grounds Maintenance Eqpt RFP Tue November 12 2024 03:29 PM	<input checked="" type="checkbox"/>	1
RFP 112624 Grounds Maintenance Equipment Pre-Proposal Recording Link Mon November 11 2024 08:17 AM	<input checked="" type="checkbox"/>	1
Addendum 5 Grounds Maintenance Eqpt RFP Fri November 8 2024 10:31 AM	<input checked="" type="checkbox"/>	2
Addendum 4 Grounds Maintenance Eqpt RFP Mon November 4 2024 04:03 PM	<input checked="" type="checkbox"/>	1
Addendum 3 Grounds Maintenance Eqpt RFP Mon October 28 2024 03:53 PM	<input checked="" type="checkbox"/>	2
Addendum 2 Grounds Maintenance Eqpt RFP Wed October 16 2024 08:40 AM	<input checked="" type="checkbox"/>	2
Addendum 1 Grounds Maintenance Eqpt RFP Wed October 9 2024 07:54 AM	<input checked="" type="checkbox"/>	2