

TOWN OF VIENNA**Request For Waiver**

Dept DPW	Date 11/15/2021	Dept Head Signature DocuSigned by: 11/15/21 3:20 PM EST <i>Michael Gallagher</i> 808F50854DA7438	Proposed Vendor Infrastructure Solutions Group - Vendor #6053	Amount \$ 56,000.83
A Request For Waiver is required by the Town's Procurement Policies and Procedures. Check the box below that best applies.				
Sole Source/Proprietary	<input type="checkbox"/>	Emergency Procurement	<input type="checkbox"/>	Waive Purchase Procedures
				<input checked="" type="checkbox"/>

CHECK JUSTIFICATION(S) BELOW THAT APPLY TO THE PROPOSED PURCHASE AND SUPPLY DOCUMENTATION/EXPLANATION AS REQUIRED

- ___ 1. Commodity/Service is from the original manufacturer or provider. There are no other distributors. (Findings must be documented below or attached)
- ___ 2. The product is an integral part of existing equipment. Other brands not interchangeable. (State manufacturer and model number of existing equipment below.)
- ___ 3. Only known product that meets the specialized needs of the department to bring about continuity of results. (Explain in detail below or attached)
- ___ 4. Staff has had extensive training and/or experience with the product. Purchase of other than proposed product would incur substantial cost in re-training. (Explain in detail below or attached)
- ___ 5. Purchase of this item/service is of an urgent nature because it is essential to public health & safety. (Describe in detail below)
- ___ 6. Unable to obtain 3 or more quotes for item/service (Explain in detail below or attached)
- ☒ 7. Competitive negotiation (or quotes) is either not practicable or not fiscally advantageous, as described below.
- ___ 8. Confirming Purchase Order (Explain reason for expenditure without issuance of PO below)

Explanation:

vehicle Maintenance is requesting an agenda date to purchase the leaf machine, however, we would like to do a waiver to purchase the Leaf Machine within the 30 day quote allowance. The quote is good for 30 days starting 10/28/2021. The price of the leaf machine has increased by \$20,000 due to the cost of steel going up and Old Dominion Brush (ODB) has been bought out by another company, Alamo Group, and they've adjusted their pricing structure. Infrastructure Solutions Group is the distributor. Quote # 258. Date 10/28/2021. Quote Total: \$56,000.83.

Riding Sourcewell contract 031121-ODB. This item will go before Council for formal approval on 12/06/2021.

Funds to come from account 100-190-1091-19141-48308.

Reviewed by: *Gina Gilpin* Date: 11/15/21 | 3:30 PM EST Reviewed by: *Steven D. Briglia* Date: 11/15/21 | 3:44 PM EST
Purchasing Agent Town Attorney

Reviewed and Approved by: *Marion Surfass* Date: 11/15/21 | 12:37 PM PST
Finance Director

Reviewed and Approved by: *Mercy Payton* Date: 11/15/21 | 7:54 PM EST
Town Manager



#258

Vendor #6053



Infrastructure Solutions Group
8383 Old Richfood Road
Mechanicsville, VA 23116

Proposal LK040921A

DEALER

Infrastructure Solutions Group
8383 Old Richfood Road
Mechanicsville, VA 23116

Date: 10/28/2021

For: Town of Vienna
600 Mill Street NE
Vienna, VA 22180

SKU#

LCT650	LCT450,600,650 Kubota WSG3800 3.8L Gasoline rated 87hp@2600 rpm John Deere 4045 Diesel Engine 74HP Tier 4 in Lieu of Gasoline Engine Electronic engine controls with engine safety shut down system Boxed perforated radiator screen 44 gallon polyethylene fuel tank 13" clutch assembly w/2.25 dia PTO shaft & safety engagement Suction impeller with six 3/8" thick T-1 steel blades 38":LCT6000, 28":LCT600, LCT650,LCT450 Power band belt drive for suction impeller: 4-groove:LCT450,LCT600&650, 5-groove:LCT6000 Hydraulic hose boom powered by a 12V electric/hydraulic pump 16" diameter x 120" Rubber intake hose with steel nozzle LED type DOT lights and an oval LED amber flasher light at rear 16" diameter x 48" long rubber exhaust hose 90 degree inlet elbow to enhance curbside pickup (LCT450,650 Only) 1/4" thick trailer deck with channel members on the ends HD height adjustable pintle eye with three quick release pins Parking jack with 5" swivel castor wheel Electric brakes with break-away actuator LCT600: Single 6,000lb Torflex axle w/EZ lube hubs (2)ST225-75-R15 tires	55,201.57
1245XV	Urethane coated liners for blower housing	1,333.33



DB

#031121-ODB

	56,534.90
Sourcewell 4.5% Discount:	-2,484.07
Net Equipment Cost:	54,050.83
Pre-Delivery Inspection/Training & Delivery	1,950.00
Total Delivered Cost Per Unit:	56,000.83

Acct # 100-190-1091-19141-98308

Hooks, Randall

From: Gallagher, Michael
Sent: Friday, November 12, 2021 9:46 AM
To: Pruitt, Katrina; Hooks, Randall
Subject: FW: Town Manager: Request for Waiver - VRP# 258 - Leaf Machine

FYI – we are good to go

Michael J. Gallagher, PE
Director of Public Works



mgallagher@viennava.gov
703-255-6380
viennava.gov

From: Town Manager <Manager@viennava.gov>
Sent: Friday, November 12, 2021 9:43 AM
To: Mayor <mayor@viennava.gov>; Springsteen, Howard <HSpringsteen@viennava.gov>; Patel, Nisha <Nisha.Patel@viennava.gov>; Potter, Steve <Steve.Potter@viennava.gov>; Somers, Ed <Ed.Somers@viennava.gov>; Brill, Ray <Ray.Brill@viennava.gov>; Anderson, Chuck <Chuck.Anderson@viennava.gov>
Cc: Ngo, Nicole <NNgo@viennava.gov>; Briglia, Steven <SBriglia@viennava.gov>; Clark, Melanie <MClark@viennava.gov>; 'Steve Briglia (sbriglia@brigliahundley.com)' <sbriglia@brigliahundley.com>; Thayer, Karen <Karen.Thayer@viennava.gov>; Gallagher, Michael <Michael.Gallagher@viennava.gov>; Serfass, Marion <MSerfass@viennava.gov>
Subject: RE: Town Manager: Request for Waiver - VRP# 258 - Leaf Machine

Dear Honorable Mayor and Councilmembers,

I have received emails from at least four Councilmembers who support moving forward. I am authorizing the Public Works Department to move forward now. A retroactive approval will be presented to the Town Council on December 6th.

Thanks!

Sincerely,

Merc

From: Town Manager

Sent: Monday, November 8, 2021 11:56 PM

To: Mayor <mayor@viennava.gov>; Springsteen, Howard <HSpringsteen@viennava.gov>; Patel, Nisha <Nisha.Patel@viennava.gov>; Potter, Steve <Steve.Potter@viennava.gov>; Somers, Ed <Ed.Somers@viennava.gov>; Brill, Ray <Ray.Brill@viennava.gov>; Anderson, Chuck <Chuck.Anderson@viennava.gov>

Cc: Ngo, Nicole <NNgo@viennava.gov>; Briglia, Steven <SBriglia@viennava.gov>; Clark, Melanie <MClark@viennava.gov>; 'Steve Briglia (sbriglia@brigliahundley.com)' <sbriglia@brigliahundley.com>; Thayer, Karen <Karen.Thayer@viennava.gov>; Gallagher, Michael <Michael.Gallagher@viennava.gov>; Serfass, Marion <MSerfass@viennava.gov>

Subject: Town Manager: Request for Waiver - VRP# 258 - Leaf Machine

Dear Honorable Mayor and Councilmembers,

I received this email today from the Public Works Department:

Vehicle Maintenance is requesting an agenda date to purchase the leaf machine, however, we would like to do a waiver to purchase the Leaf Machine within the 30 day quote allowance. The quote is good for 30 days starting 10/28/2021. The price of the leaf machine has increased by \$20,000 due to the cost of steel going up and ODB has been bought out by another company, Alamo Group, and they've adjusted their pricing structure. Can we, please, get Council's approval to do a waiver for this purchase?

Total price: \$56,000.83.

The next available Council Meeting will be December 6th. I will only authorize them to move forward after I have heard from four or more Town Councilmembers. Thanks!

Please let me know if you have any questions.

Sincerely,

Merc



Mercury T. Payton
Town Manager
Town of Vienna
127 Center Street, South
Vienna, VA 22180

(703) 255-6371 (Voice)
(703) 342-0422 (Fax)

manager@viennava.gov
www.viennava.gov

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Solicitation Number: RFP #031121

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Old Dominion Brush Company, 5118 Glen Alden Drive, Henrico, VA 23231 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Grounds Maintenance Equipment, Attachments, and Accessories with Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 30, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

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time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

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restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

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Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for one percent (1%) multiplied by the total sales of all trailer mounted units and one-half percent (.5%) multiplied by the total sales of all truck mounted units purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department

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instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor 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 the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
- b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

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

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3. Use; Quality Control.

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. 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. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract 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 vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract 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:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor 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 Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. 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 sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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. Vendor 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 Contract or other

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insurance applicable to the Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor 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 Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcwell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell in writing.

Vendor 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 the Canadian 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 Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract 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 also require additional requirements based on specific funding specifications. Within this Article, all

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references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts 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.

B. **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. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **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

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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 or 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 Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. 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). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. 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. Vendor 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.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

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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. Vendors 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. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor 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.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor 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.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. 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.

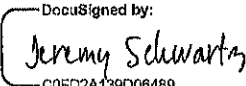
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22. CANCELLATION

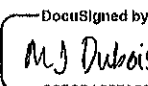
Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Old Dominion Brush Company


DocuSigned by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
5/4/2021 | 6:30 AM CDT
Date: _____

DocuSigned by:

C65CBA257A53411...

By: _____
M.J. DuBois, President, DuCo, LLC
Title: Contract Administrator
5/4/2021 | 5:33 AM PDT
Date: _____

Approved:

DocuSigned by:

7E42B8F817A64GC...

By: _____
Chad Coauette
Title: Executive Director/CEO
5/4/2021 | 7:44 AM CDT
Date: _____

RFP 031121 - Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

Vendor Details

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

Submission Details

Created On: Wednesday January 20, 2021 07:32:27
Submitted On: Wednesday March 10, 2021 09:43:06
Submitted By: MJ DUBOIS
Email: mjdubois@ducolc.com
Transaction #: c3f0282d-cf63-4505-a57e-42d1b61cf511
Submitter's IP Address: 47.201.54.239

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Old Dominion Brush Company EIN: 81-4164227	*
2	Proposer Address:	5118 Glen Alden Drive Henrico, Virginia 23231 800-446-9823	*
3	Proposer website address:	www.odbco.com	*
4	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 and, in the event of award, will be expected to execute the resulting contract):	M.J. DuBois, President of DuCo, LLC, will be acting as both Contract Administrator and Authorized Negotiator for the duration of the proposal period and any subsequent contract award. Phone: 410-924-1004 Email: mjdubois@ducollc.com See attached authorization letter.	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	M.J. DuBois, Authorized Contract Administrator, DuCo, LLC 1079 Tamiami Trl N #350 Nokomis, FL 34275 email: mjdubois@ducollc.com Phone: 410-924-1004	*
6	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.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>The Old Dominion Brush Company (ODB) was founded in 1910 by Henry Brizzolara to produce household brooms, street push brooms and small hand held bushes for sale to the general or household good 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 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 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, "be the best at what we do". ODB is proud of our history along with the contributions made to our 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 who's 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 in 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>As a proud subsidiary company of The Alamo Group, ODB adheres to the following Code of Business Conduct:</p> <p>We at ODB are as committed to maintaining the highest ethical standards and to conducting our business in a manner consistent with our moral and legal obligations to our 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 dealing, 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>The Code sets forth specific policies governing our conduct worldwide in our facilities and where we transact business. This Code is intended to be applied in good faith with reasonable business judgment within the framework of the law and sound ethical practices.</p> <p>It is the company's policy to observe and comply with all laws applicable to Old Dominion Brush Company and our operations wherever our business is located and it is the company's policy to always act in a legal and ethical manner regardless of location. The laws which apply to any given situation may only be the minimum standard. At all times, we must conduct ourselves with integrity and honesty.</p>
8	What are your company's expectations in the event of an award?	<p>As a current Sourcewell contract holder, we hope to continue to build on our past success with the contract and provide vacuum debris collection solutions to all prospective members. ODB has developed a strong following with existing Sourcewell Members and we expect to build on that momentum adding to your membership with the increased advancement and promotion of additional electronic marketing utilizing our premier partnership with Sourcewell. A newly awarded contract will allow ODB to continue to provide Members with great products at a discounted price to our many existing municipal customers, grow our municipal base and open new opportunities in the educational and non-profit space.</p>

9	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.	ODB is financially sound. ODB's parent company is 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.	*
10	What is your US market share for the solutions that you are proposing?	ODB operates in product categories that are sold primarily to the municipal government market segment and, to a small degree, the commercial market segment. Our market share is 65% as we are considered to be the most efficient, diverse and comprehensive by municipal equipment fleets.	*
11	What is your Canadian market share for the solutions that you are proposing?	ODB also operates in product categories that primarily include municipal governments markets in Canada as well. We have very large active dealership participation Canada and maintains approximately 45% of the Canadian market share in our equipment group.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	ODB and its parent company, Alamo Group, have never petitioned for bankruptcy protection.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. 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?	B, ODB is the manufacturer of the Xtreme Vac by ODB 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 Sourcewell Members. ODB employs internal sales and service teams as do our dealers. See the attached listing of dealers, dealer locations and dealer sales personnel. There is also a dealer coverage map attached.	*
14	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.	ODB holds a License issued by the Virginia Department of Motor Vehicles for the manufacturing of Motor Vehicles, a Henrico County Virginia Business License and a District of Columbia Letter of Good Standing. See attached.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Neither ODB or their parent company, Alamo Group have ever been received suspension or disbarment	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>8/2020: U.S. Patent Application: System and Method for Efficient Engine Operation. This invention establishes an operating system that is specifically designed for the debris collection industry. This system reduces energy consumption over 70% through the optimization of energy required to create a vacuum necessary to vacuum debris from roadsides, lawns and other locations where debris gathers. This system uses unique sensors, and logic to establish what the sufficient vacuum required is to collect the debris. This option has been put into production and is in several 2020 models and has been looked upon favorably by customers utilizing it.</p> <p>10/21/2020: U.S. Patent Application: Non-CDL Patent. Material collection equipment is typically bulky and heavy, thereby relying on a heavy duty vehicle to transport the material collection system to a pickup site and power the collection equipment. Using heavy duty vehicles to navigate narrow roads and access constrained pickup sites can be challenging. Furthermore, drivers usually need commercial driver licenses to operate heavy-duty vehicles. Thus, the need for a lighter and compact material collection system that can be transported by a light duty, non-commercial vehicle, while still having ample storage capacity to carry a sufficient amount of collected material and provide sufficient power to operate material collection equipment efficiently. This invention creates a new engineered system that miniaturizes the debris collection process, and creates a system that significantly reduces energy consumption.</p> <p>12/2019 - Recognized as Greater Richmond Corporate donor to McGuire Veterans Hospital 11/2019 - Recognized as Henrico County Homeless Shelter donor 12/2019 - Recognized participant in Community Outreach - Prison Re-entry Program 5/2020 - Recognized as a donor to Feed More Pantry 8/2020 - Donor Varina School District School Supplies Program 2020 - Honorable Mention Award National Pavement Expo 2020 - 3rd place award Conex 2019 - Finalist Better Business Bureau Torch Ethics Award for charitable contributions</p>
17	What percentage of your sales are to the governmental sector in the past three years	ODB's market segment is strongly rooted in municipal government sales. 95% of all sales were to the municipal sector for the last 5 years.
18	What percentage of your sales are to the education sector in the past three years	Approximately 3% of all ODB sales were to the education sector in the past three years.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Although ODB utilizes their previous Sourcewell Contract as their preferred cooperative purchasing contract, ODB holds an HGAC Contract.</p> <p>HGAC sales: One unit, total award: \$23,645.70</p>
20	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 any GSA or Standing Offer Arrangements.

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Noblesville Indiana See attached Reference Letter	Jayson Williams	317-776-6348
City of Lafayette Indiana See attached Reference Letter	Tim Bullis, Director	765-807-1344
City of Wilmington DE	Randy Masker, Maintenance	302-547-7215
Garden City New York	Domenick Stanko dstanco@gardencityny.net	516-351-5342
Borough of Lake County New Jersey	Brendan Mass bmass@boro.lake-como.nj.us	732-245-3517

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
District of Columbia	Government	District of Columbia - DC	Trailer Mounted Leaf/Debris Collectors	25 units	2.3MM	*
City of Winston Salem	Government	North Carolina - NC	Trailer mounted Leaf/Debris Collectors	12 units	1.1MM	*
City of Raleigh	Government	North Carolina - NC	Trailer mounted Leaf/Debris Collectors	3 units	462K	*
Montgomery County	Government	Maryland - MD	Trailer mounted Leaf/Debris Collectors	7 units	385K	*
City of Lebanon	Government	Indiana - IN	Trailer mounted Leaf/Debris Collectors	4 units	406K	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell 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 *
23	Sales force.	ODB's sales force consists of four internal sales representatives, one sales admin support individual and three Regional Sales Managers that report to the Sales and Marketing Manager. The service and sales department share two product specialists. The three regional sales managers support the extensive dealer network. All of the inside sales staff support direct customer inquiries. There are additional Parts and Service staff that directly support customer direct inquiries as well as support service/warranty and parts.
24	Dealer network or other distribution methods.	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 19 independently owned US dealers that have a total of 41 dealer locations and there is one independently owned Canadian dealer with 9 locations across Canada. There are approximately 142 dealer sales associates working on the ODB equipment line. These sales people actively call on prospective clients in their geographical areas of responsibility.
25	Service force.	ODB's service force consists of 13 internal service representatives working in various capacities to support both the dealer network and the direct customer sales. All of these employees report directly to the Plant Manager and Quality Control Manager. Most of the service force employees support parts, warranty, service and inventory parts control. All of the above listed dealer network also employ service personnel, parts personnel and are required to have in-stock parts inventory.
26	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.	ODB has capitalized on its deep investment in inventory and same-day shipping programs to capture a substantial market share. The goal for both the factory and the dealer network is to maintain parts inventory levels that support our customer base. There are incentives in place for dealers to receive deep discounts on parts stock orders. These discounts also apply to customers that like to maintain their own parts stock. One of the biggest selling features of the ODB line of leaf vacuums is that ODB's production facility produces 80% of the unit's components in house so they are not reliant on 3rd party manufacturers for sourced goods. ODB has seen an increase in machine sales during the Pandemic because there were no back ordered outsourced parts holding up machine production, parts availability and there was little end user down time where other manufacturers were stagnant.
27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	ODB currently commands the majority market share throughout the United States and is willing to provide products, parts and service to all Sourcwell participating entities.
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	ODB currently holds the majority market share throughout Canada and is willing to provide products, parts and service to all Canadian Sourcwell participating entities.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	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.
30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	ODB expects to sell, service and support their products to all participating entities within all of the United States and Canada
31	Define any specific contract 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 extra costs involved prior to a Member issuing a Purchase Order so there is no surprise fees after the sales.

Table 7: Marketing Plan

Line Item	Question	Response *
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32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>ODB will train all of their internal and dealer's sales force with the assistance of MJ DuBois, Contract Administrator and make use of Sourcewell's available employees and extensive collection of vendor support materials. This will be accomplished both by group sales meetings and one-on-one virtual meetings. MJ DuBois has been training dealerships and manufacturers in marketing and sales of Sourcewell Contracts for over 10 years with an abundance of success with many manufacturers.</p> <p>ODB takes an aggressive approach to marketing Sourcewell. ODB includes the Sourcewell Logos in our product brochures (see attached example) and on our website (see attached screen shot). ODB wants their customers to immediately know that they are a proud holder of this exclusive contract and have them know that they can take advantage of purchasing on this contract whether they are already a member or would like to become a member. ODB will also include Sourcewell graphics banners at trade shows to further market our participation. In order to further ensure that we are fully marketing the value of Sourcewell, we encourage ODB salespeople and our dealer sales representatives to attend regional Sourcewell training sessions as well as utilize our assigned Contracting Officer to assist in answering questions for Members interested in learning more about the value of the Sourcewell procurement process.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>ODB uses the following digital marketing techniques to enhance its marketing effectiveness.</p> <p>Website: ODB provides areas on its website where customers can answer their own questions or seek answers from ODB representatives by filling out a simple request form on its product pages. This information is then submitted to sales or service representatives and recorded in the company's CRM software. ODB also uses Google Analytics to analyze how users are finding the website and how users behave once on the website for further increase ODB's marketing effectiveness.</p> <p>Search Engine Optimization: ODB is optimizing its online content in a way that search engines such as Google Sear like to show the content as a top result for searches of a particular debris vacuum related keyword.</p> <p>Content Marketing: ODB builds a strong relationship with its target audience by giving them high-quality content that is very relevant to them on a consistent basis.</p> <p>Search Engine Marketing: ODB bids for ad placement (via Google AdWords) in Google's search sponsored links when a searcher looks for a particular keyword that is related to our business offering.</p> <p>Social Media Marketing: ODB uses social media platforms to promote ODB's products and services through both free and paid advertisement. ODB actively utilizes Facebook, LinkedIn and YouTube to increase brand recognition, improve customer loyalty and increase inbound traffic.</p> <p>Email Marketing: ODB uses e-mail as a way to improve customer service and more quickly respond to specific needs or help requests. ODB uses email marketing to stay in front of customers and prospects who have said that they want to hear from us. Examples of such are monthly part sales/newsletter, dealer sales product bulletins, service bulletins.</p> <p>Re-marketing: ODB targets customers who have already visited the ODB website, based on cookie technology. When visitors leave the website, ads appear on other websites they visit for the particular products they have researched.</p>

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell knows how to promote our contract! We believe that Sourcewell's marketing model works and that is demonstrated by the growth in Sourcewell Contract Sales. Representatives from ODB have met and know the Sourcewell employees that deal with ODB's existing contract. The basis of our longevity is service-related and Sourcewell is well aware of this concept. ODB's expectation is that of Sourcewell's continued existence at trade shows, Getting to Know You events and Sourcewell University events will continue as possible in the new COVID environment. ODB believes Sourcewell has stepped up to the plate in planning education and information Webinars when travel has not been available.</p> <p>ODB is firmly committed to the Sourcewell contract buying concept and are in agreement that it is the way of the future. ODB has created a session at their National Dealer Meetings dedicated solely to Sourcewell sales education and training. These sessions include how to properly sell using the Sourcewell contract, question and answer periods, and testimonials from dealers who have had great success. We have utilized the flexibility that Sourcewell contracts offer and it has become common knowledge for most of the manufacturer's dealers to lead the buying process with this contract. ODB has sent senior management representatives annually to the H2O Conference. ODB has also agreed to subsidize the contract fees to make the Sourcewell contract even more attractive to their respective dealer sales forces. ODB's Contract sales have grown over the years and this is a testament of Sourcewell and ODB's commitment to the same goal to offer the best products, service and quantity discounts in support of our customers/members.</p> <p>ODB has established Breakout Sessions at their National Dealer Meetings where pricing strategy has been and will be a major topic. ODB has also developed a secure "Dealer Only" web site that contains the Sourcewell contract and contract pricing, fees and contract required terms and conditions.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	The products represented in this response do not lend themselves to E-Procurement. All of the products are "made to order" and have an extreme amount of variables.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	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 an ODB debris vacuum to an end user, an ODB authorized dealer will provide training on site during the time of delivery consisting of operations and maintenance. If a member would like more extensive training, they can initiate that request to the 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 basic training DVD's that include operations, maintenance and safety available at no charge.</p>

37	Describe any technological advances that your proposed products or services offer.	<p>ODB has many technical advances as well as pending patent applications:</p> <p>CAN controlled engines: (Controller Area Network "CAN", is designed to to allow micro-controllers and devices to communicate with each other's applications without a host computer. It was originally designed for multiplex electrical wiring within automobiles to save on copper, but it has morphed into "The New Way" and most efficient way to design vehicles and equipment)</p> <p>CAN controllers are used on ODB's 74HP John Deere diesel engines, 87 HP Kubota gas engines, and 99 HP John Deere diesel engines. This allows for simpler wiring to control the engine, remote throttle control, safety interlocks and shutdowns such as automatic clutch disengagement.</p> <p>In-cab CAN controls: ODB's truck mounted units, the DCL800SM, comes standard within cab controls. This allows for single person operation of the equipment, engine diagnostics, and safety interlocks from within the safety of the cab.</p> <p>Eco mode: Patent pending Eco-mode increases efficiency of the engine by monitoring the position of the boom or the presence of leaves in the intake ducting. This automatically increases RPM to increase productivity, then automatically idles down when the increase fan suction is not required.</p> <p>Efficient fan production: ODB has redesigned their suction fans to decrease the number of parts and decreasing the weld energy required to produce fans. This was enabled through finite element analysis (FEA) of the fans and testing of their efficacy. All of ODB's fans are robotically welded, stress relieved and dynamically balanced to ensure a quality product.</p> <p>Shredder fan: ODB has increased the shredding capability of the impeller (fan) by scalloping the ends of the blades and adding teeth to the leading profile of the blades. This causes smaller leaf and debris particles, leading to more compaction. Increased compaction leads to increased productivity and fewer trips to the waste facility to deposit the debris and waste.</p> <p>Height sense: ODB began to investigate ways to automatically hover the pickup head elevated above the surface to increase productivity. Sensing options include ultrasonic, laser and vision-based systems.</p> <p>Load sense hydraulics: ODB now uses pressure- compensated load sense hydraulic valves to increase efficiency of the hydraulic system, decreasing energy consumption and decreasing waste heat.</p> <p>Proportional CAN boom controls: On the DCL800SM25, ODB uses proportional joysticks that operate via CAN messaging to the power distribution module that drives the hydraulic valve and operates the boom very smoothly.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>ODB offers many "Green Initiatives" within the design of their equipment. All of the vacuum debris collectors enhance yard waste recycling programs. Our debris collectors help to eliminate yard waste from entering landfills and promote composting programs.</p> <p>Optimized Impeller: All of our impellers are optimized to the HP of the engine that they are attached to in the debris system. We have optimized the weight, air flow inertia, size to have the most efficient process for the largest part of the power band.</p> <p>Efficient Impeller (Suction Fan) production: ODB's impellers are laser cut from metal with matched properties that minimize wear and distortion. They are then weighed, sorted and robotically welded to make a balanced fan. Robotic welding produces highly repeatable welds at near perfection. To maximize engine life, the impellers are dynamically balanced using specific customized measuring hardware and software. Weights are welded on to create a precisely balanced fan, then verified again prior to shipment. Next, the impellers are stress relieved to neutralize thermally induced fatigue and distortion from the weld process to prevent premature failures. ODB uses a sub-harmonic vibratory stress-relief process which does not cause thermal side-effects such as distortion, scaling, or changing of the mechanical properties of the metal often seen in heat-treated stress-relieving processes used by other manufacturers. The U.S. Dept. of Energy has promoted vibratory stress relieving as the green alternative because it "reduces carbon emissions, energy consumption by up to 98% and requires nearly 98% less time for stress relief." They also found that it "reduces weld cracking by approximately 95%" and "offers comparable or better work-piece performance than thermally stress-relieved parts." Leaf vacuum equipment must operate in harsh environments and hold up under the intense pressure of daily wear and tear during leaf season. Dynamic balancing and vibratory stress relieving are key to increase the wear life of the debris collector's engine</p>

and moving parts.

Load Sense:

This is a method to prevent the consumer from overloading the equipment, removing the operator error, that can occur. This product reduces the energy necessary to transport an overweight unit.

Height Sense

Height Sense controls the boom height over the debris being collected. The operator will still control two axes of the boom with the joystick in the cab while the boom will constantly position itself optimally over the debris being collected. This creates a more even flow through the entire system. Operators repeatedly apply too much down-force and eliminate the vacuum; our solution eliminates this operator error. This system can improve system operations 10 – 30% reducing energy consumption as well.

Shredding Fan

ODB's shredding impeller operates in a manner that grinds debris into a 30% finer mulch. This is accomplished while using the same energy of a normal impeller yet providing collected debris that is a much finer mulch ready product to either be used as mulch of to be composted. The additional particle size reduction starts the decomposition process quicker.

Star Impeller

ODB's star impeller reduces total number of parts that the impeller requires. Requires less energy to cut, weld, position. It also can be welded robotically. The star connects all the blades on the impeller which creates a more robust impeller less inclined to fatigue over time.

Single Operator Units:

ODB is leading the way through technology to reduce the number of operators required to operate our products. In the past these machines required a crew of 4 personnel. ODB is leading the way through better designed equipment to make it possible to have our chassis mounted units be operated with just one operator. To make visibility better we offer right side drive and 100% operation from inside the cabin, these features reduce the workforce requirement to a single operator.

Hook lift units

ODB's debris collectors are traditionally used in the fall mainly to collect fallen leaves. Several of our customers use the chassis the rest of the year as a dump truck, sand or salt spreader, garbage truck and several other uses. This is accomplished by using a hook lift which allows a single operator to remove the unit from the chassis and install another configuration on the same chassis. The hook lift design allows the chassis to be used year-round for multiple applications.

Value Engineering

ODB has invested in their engineering team, redesigning process intensive weldments and assemblies. Simultaneously maintaining or improving their structural integrity and decreasing the amount of energy required to manufacture. One weldment used on 70% of our machines was reduced from 32 parts to 2.

The products utilize auxiliary engines that meet and have been certified to the highest EPA emissions standards.

ODB's manufacturing facility participates in both steel and cardboard recycling program.

ODB's production facility also uses all LED lighting.

8/2020: U.S. Patent Application: System and Method for Efficient Engine Operation. This invention establishes an operating system that is specifically designed for the debris collection industry. This system reduces energy consumption over 70% through the optimization of energy required to create a vacuum necessary to vacuum debris from roadsides, lawns and other locations where debris gathers. This system uses unique sensors, and logic to establish what the sufficient vacuum required is to collect the debris. This option has been put into production and is in several 2020 models and has been looked upon favorably by customers utilizing it.

10/21/2020: U.S. Patent Application: Non-CDL Patent. Material collection equipment is typically bulky and heavy, thereby relying on a heavy duty vehicle to transport the material collection system to a pickup site and power the collection equipment. Using heavy duty vehicles to navigate narrow roads and access constrained pickup sites can be challenging. Furthermore, drivers usually need commercial driver licenses to operate heavy-duty vehicles. Thus, the need for a lighter and compact material collection system that can be transported by a light duty, non-commercial vehicle, while still having ample storage capacity to carry a sufficient amount of collected material and provide sufficient power to operate material

		collection equipment efficiently. This invention creates a new engineered system that miniaturizes the debris collection process, and creates a system that significantly reduces energy consumption.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>ODB has had its fans certified from two of our national partners, Kubota and John Deere. They certified ODB's fans performance curves that support ODB's ability to maximize the efficient use of the engines and drive lower cost of operations.</p> <p>ODB has also had their Fan Balancing equipment certified annually to ensure they are providing a top-quality fan to every customer regardless of it shipping with a debris collector or sold as an aftermarket parts order. (See Attached Certificates)</p> <p>ODB uses Fuel Tanks manufactured by Domestic, LLC. These tanks have been certified by the California Air Resources Board under Executive Order RM-17-012B Spark-Ignition Marine Watercraft Evaporative Emissions Component Executive Order # RM-17-012B (ca.gov)</p>
40	Describe 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 of certification (as applicable) in the document upload section of your response.	<p>Most of the local dealers that will be involved in this process are SBE, MBE, WMBE or Veteran owned businesses. The actual participation of each will be dictated by the customer's delivery area. That actual percentage of SBE, MBE, WMBE or Veteran owned business information will be provided to the customer upon request prior to the order being placed.</p> <p>ODB is also utilizing a Small Woman Owned Business, DuCo, LLC, to administer any awarded Sourcwell Contract.</p> <p>ODB is committed to hiring Veterans and Persons with disabilities in our hiring practices. We have many veterans currently employed. We partner with Veteran organizations as well as the Virginia State Department of Rehabilitative Services when recruiting for all positions.</p>
41	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>The ODB (Old Dominion Brush) Company has been manufacturing municipal products since 1910. They have been in the street sweeper and debris collection equipment business for over 110 years, with knowledge and experience that is second to none. They pride themselves on innovation in providing products that meet the evolving requirements of their customers. The established Dealer network ensures that each Sourcwell member will have the service required to ensure maximum uptime when using their products.</p> <p>When compared to other debris collector manufacturers in the industry, no one provides the product portfolio of ODB. Their goal is to not sell what they have, but to provide the right debris collector for the application and needs of the customer. With 12 products in both truck mounted and trailer mounted applications they strive to meet all potential customer needs through innovation and product portfolio diversity.</p> <p>They are a USA manufacturer and 90% of their product is USA Made.</p> <p>Some of ODB's most recent innovations include:</p> <p>Telemetrics: Our first study into improving and understanding how our equipment is being used is with telemetrics. This data provides us the ability to study and optimize different functions that our customers are using, and we can then evaluate how to optimize the performance of the machine. Using telemetrics allows us to study the real time conversion of energy to debris collection. We have made many improvements in the operational efficiency of our products and this also helps us drive additional development opportunities.</p> <p>Optimized Impeller: All of our Impellers are optimized to the HP of the engine that they are attached to in the debris system. We have optimized the weight, air flow inertia, size to have the most efficient process for the largest part of the power band.</p> <p>Efficient Impeller production: ODB's impellers are laser cut from metal with matched properties that minimize wear and distortion. They are then weighed, sorted and robotically welded to make a balanced fan. Robotic welding produces highly repeatable welds at near perfection. To maximize engine life, the impellers are dynamically balanced using specific customized measuring hardware and software. Weights are welded on to create a precisely balanced fan, then verified again prior to shipment. Next the impellers are stress relieved to neutralize thermally induced fatigue and distortion from the weld process to prevent premature failures. ODB uses a sub-harmonic vibratory stress-relief process which does not cause thermal side-effects such as distortion, scaling, or changing of the mechanical properties of the metal often seen in heat-treated stress relieving processes used by other manufactures. The U.S. Dept. of Energy has promoted vibratory stress relieving as the green alternative due to it "reduces carbon emissions, energy consumption by up to 98%" and "requires nearly 98% less time for stress relief." They also found that it "reduces weld cracking by approximately 95%" and "offers comparable or better work-piece performance than thermally stress-relieved parts." Leaf vacuum equipment must operate in harsh environments and hold up under the intense pressure of daily wear and tear during leaf season. Dynamic balancing and</p>

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Latex Paint

ODB uses latex paint on all its debris collectors. ODB paints all its parts independently to prevent corrosion of matching parts. Latex paint is the easiest to clean over oil or acrylic based products and the most environmentally friendly.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	<p>ODB warrants that equipment be free of defects in material and workmanship for one year after purchase. ODB also warrants new parts be free from defects in material and workmanship for 90 days after purchase. ODB covers the repair or replacement of defective parts in both scenarios. All labor on pre-authorized warranty items is covered under ODB's warranty.</p> <p>ODB is committed to providing parts for warranty claims within 48 hours of the claim being filed.</p> <p>There are longer warranty coverage periods for units mounted on commercial chassis. That coverage, for example, would come from the Freightliner Manufacturer and carries a three year standard warranty. Also, some ODB models utilize John Deere auxiliary engines that have a two year coverage period. Each manufactured component would cover their own material defects and are longer than the existing ODB equipment coverage.</p>
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage restrictions imposed on ODB's warranty coverage, see warranty statement above.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	The warranty coverage will be reviewed on a case-by-case basis with the customers dedicated Warranty Specialist. Travel time and mileage may be considered to be covered under warranty. Typically, the customer would take the unit in to a local dealer to perform warranty repairs.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	ODB is fortunate that most of our well established municipal customers have in-house maintenance/service departments and prefer to work on their own equipment. We are capable of providing technical support and parts directly to them. Each location that determines they would like to work on their equipment covered under warranty may do so with prior factory authorization. The customer would simply call their dedicated warranty specialist, communicate the issue of concern and receive a written Statement of Warranty Work from their Warranty Specialist, be shipped parts for the statement of work, return any defective parts required to be returned in the Statement of Work and will be issued a labor credit at the current dealer warranty labor rate that they may use to purchase replacement parts in the future.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	ODB will not cover warranty service for items made by other manufacturers that are part of this proposal. The warranties are issued and serviced by authorized OEM dealers throughout the United States and Canada. Examples of these OEM's would consist of John Deere, Kubota and Freightliner. If any member should have trouble with this arrangement, ODB will help the Member facilitate the utilization of these OEM warranties..
47	What are your proposed exchange and return programs and policies?	Because each unit is built to order, there is no set exchange or return policies.
48	Describe any service contract options for the items included in your proposal.	Customers that outsource their warranty, service or repair work on their equipment may contact the local servicing dealer. Each dealer is independently owned and employ dedicated parts and service personnel. Our dealers have been specifically chosen to represent our products based on their sustained financial stability, ability to provide superior product support both before and after the sale. It is important to us that all of our dealers have developed a strong trust and commitment with their local customers. All of our dealers have their own in-house maintenance facilities along with road-side mobile service repair. Each local dealer will have the capability to provide service contracts and do so regularly. These service contracts are dictated by case by case customer relationships. ODB does not offer service contract options directly to their customers.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Payment terms are net 30 days unless otherwise arranged prior to purchase on a case-by-case basis.
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	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 Sourcewell Awarded Vendors or any leasing agency of the Member's choice.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	The Member or dealer will contact M.J. DuBois (Contract Administrator) for initial information, contract questions and ordering item/s. MJ DuBois will provide the customer/dealer with a quotation meeting the Sourcewell Contract requirements and if applicable, a letter to the Member giving them the authority to issue Purchase Orders directly to a dealer. THE MEMBER WILL HAVE TO HAVE AN ODB AUTHORIZED LETTER TO ISSUE A PURCHASE ORDER DIRECT TO THE DEALER. If the dealer accepts the Purchase order, they will fulfill the order and will invoice for the item to the Member. For ODB direct sales, the Member will make out the Purchase Order to Old Dominion Brush Company, Inc., 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 for the item/s to the Member. The local dealer will receive the proceeds of a sale in their prospective territory; this will encourage contract participation. MJ DuBois and her DuCo team will be the single source "quarterback" for the Sourcewell Contract sale and reporting the sales to Sourcewell as required.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	When sales are ODB direct, ODB will accept the P-card or credit cards for all Members with no fees for equipment as well as parts.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell 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 list price to the Sourcewell Members on all of the items being proposed in this offer. ODB's discount will be based on a percentage off of the profit-making base model portion of this award.</p> <p>ODB's intent is a simple off the list price percentage calculation. ODB mounts their products on commercial truck chassis (except for trailer mounted units). In order to provide the customer with convenience and the best pricing available, ODB will provide the truck chassis with no profit associated or at a Pass-Through price. This gives the Members the ability to utilize quantity discounts that are offered by the chassis manufacturers to the body manufacturers. ODB purchases direct from the chassis manufacturer with substantial quantity discounts. ODB will also allow the customer to supply their own chassis in which to mount the body.</p>
54	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 4.5% discount from the base model list price for all of their products.

55	Describe any quantity or volume discounts or rebate programs that you offer.	<p>ODB's bid response is based on quantity and volume discounts. We have enjoyed the ability to sell to your Members for the last four years. We individually price each Member Quote based on option content and quantity.</p> <p>ODB will offer additional discounts for volume purchases. There will be an additional 2% discount off the base unit discounted price for a single Purchase Order and single delivery location for 4 or more units.</p> <p>At this time ODB does not offer any rebate programs.</p>	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". 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.	<p>It is ODB's intention to cover all items available on our commercial price lists. ODB does realize from time to time there may be individual requirements that will not be listed. We will provide any items "specific" to Sourcewell Members needs that we are able to. The pricing for such items will be discounted based on the same structure that is presented in our profit making items. Prior to accepting an order with Open Market items from a Sourcewell Member, ODB will discuss the availability of a specific request and price the item. Any documentation of cost that we can provide for these items will be presented on an individual basis.</p>	*
57	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>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 and common carrier for truck freight. The actual cost of shipment will be passed thru to the customer. We will not mark up this item for profit. 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: We are 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. We 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 we are provided a Federal Excise Tax Exemption Certificate, we will not be required to collect this tax.</p> <p>Mounting Fee: This fee is charged to the customer when ordering a truck mounted unit. Mounting fees cover the cost of the mounting of the body on the desired truck chassis.</p> <p>Federally Mandated Items: The cost of any federally mandated items will be passed on to the Member. Our 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 thru cost to the member from the local dealer.</p>	*

58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	<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.</p> <p>The freight charges we impose are at a pass-thru price. ODB has negotiated quantity-discounted shipping rates and will pass those discounts on to the Members.</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. At this time the negotiated rate for drive-a-way service is \$3.50 to \$4.50 per mile. The actual cost of the service will be passed through to the customer.</p>	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	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. If the customer wishes us to deliver via ocean transport, we will pass on the negotiated shipping rates that we will pay to the ocean transport carrier to the Member. It has been our experience that the customers in these locations usually have their own negotiated rates with shipping carriers. If this is the case, we will provide the customer shipping to their desired port and provide the customer with the appropriate documentation required. We strive to provide the equipment as customer specified and to their satisfaction upon delivery.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As stated above, we do pass on negotiated, competitively bid freight pricing to our customers. Most of our 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.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	ODB fully recognizes the value of the National Sourcwell Contract and as such gives the best discounts available to Sourcwell Members.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>Due to the unique nature of our proposed contract representation, we build 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 the 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.</p> <p>As a secondary check, when ODB receives a payment for a unit, ODB will verify the contract used in its purchase. This ensures the correct accounting for the sale on a second level.</p>
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>ODB proposes an administrative fee of .5% due to the unique nature and makeup of the products that we intend to represent in this proposed Sourcewell contract. The components of the proposed products consist of items that are not added for profit and are provided for convenience to the customer. We provide these items at "pass thru cost" and no profit is added. These non-profitable items are already discounted to the Members because of quantity discounts we are able to obtain.</p>

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<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 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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Demonstration Equipment and Used Equipment ODB's dealers have inventory of Demonstration Equipment and Used Dealer Certified equipment available at times to ensure quick delivery and extra discounted prices to Members. There is no guarantee that these will be available at any specific time, however these items should be considered an option when they are available.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>All of the above units may be used for cleaning waterways, ponds, storm water retention pools, bulkheads, beaches and road side bushes of floating debris. Some customers have determined that utilizing our units for this purpose has saved many man hours and have environmental benefits. See attached video</p> <p>Suggested Sub Category: Waterway debris clearing equipment Beach debris clearing equipment</p>

Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments	
66	Lawn and garden equipment, tools, attachments, and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	Leaf and debris removal is commonplace in any lawn and garden environment. ODB equipment specializes in this application.	*
67	Irrigation systems, equipment, parts, and related installation and maintenance services	<input type="radio"/> Yes <input checked="" type="radio"/> No	No irrigation items are offered	*
68	Beach and waterfront maintenance equipment and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	ODB leaf and debris vacuums are routinely used to remove material from bushes, beaches, rivers, storm water retention ponds, bulkheads, riprap, and boardwalks. These structures are commonly found around beaches and waterfront areas.	*
69	Accessories, parts, and services related to the solutions described above, including maintenance or repair, and warranty programs	<input type="radio"/> Yes <input checked="" type="radio"/> No	These items are commonly purchased from the extensive dealer network and are not items that will be priced by the manufacturer.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>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, we 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.</p> <p>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.</p> <p>It is ODB's goal to not only increase its company sales to Sourcewell Members each year but increase their market share within the debris collection products offered to Sourcewell Members. If they are able to see 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.</p>	*
71	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	<p>ODB prioritizes their customer's ability to have sustainable, serviceable, and productive equipment. Their in-stock parts availability is second to none. They have 90% parts shipped within 48 hours and 80% within 24 hours.</p> <p>For customer's support, ODB has three full time parts personnel, four full time engineers, two product managers, three warranty support techs, and quality control person that report to both the Plant Manager and the Quality Control Manager.</p> <p>All of the product manuals are posted to the Xtremevac website and with additional log in credentials, Sourcewell Members have access online to: 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 and the Unit Wear Item Quick list.</p>	

72	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	<p>ODB has a robust Product Management structure designed to gather the Voice of the Customer (VOC) and drive innovation in the company based on what the customers' needs are. As a result of this process, we can strategically focus on safety, longevity, and life cycle cost measures as part of their design improvements. Below are some examples:</p> <p>SAFETY</p> <p>1. Through our innovative use of Telemetrics, height sensors for the boom, and load sensors (ECO Mode), ODB has designed a machine that helps think for the operator. These added safety features reduce the risk of an operator creating an unsafe action when operation our debris collection equipment.</p> <p>2. ODB is leading the way through technology to reduce the number of operators required to operate the products. In the past, these machines required a crew of 4 personnel. ODB has improved their design to make it possible to have their chassis mounted units be operated with just one operator. To make visibility better they offer right side drive and 100% operation from inside the cab, these features reduce the workforce requirement to a single operator.</p> <p>LONGEVITY</p> <p>1. ODB uses state of the art equipment to design and build their machines to last. ODB has designed their laser cut impellers with metal specifically matched with properties to minimize wear and distortion. Each impeller is optimized to the horsepower of the engine, this ensures they are utilizing the most efficient part of the engines power band. Leaf Vacuum equipment operates in harsh environments and they have designed a fan that can hold up during the daily wear and tear of the leaf season.</p> <p>2. The Load Sensing Hydraulics use pressure compensating hydraulic valves to increase the efficiency of the hydraulic system and reduces energy consumption thus extending the life of the machine.</p> <p>3. The patent pending Eco mode increases efficiency of the engine by monitoring the position of the boom or the presence of leaves in the intake ducting. This automatically increases RPM to increase productivity, then automatically idles down when the increase fan suction is not required. This feature helps manage the engine performance for the operator and extend the life of the engine.</p> <p>LIFE CYCLE COST MEASURES</p> <p>1. In addition to the Single operator design which drastically reduces cost of ownership over the life of the machine, ODB has released a Non-CDL product as part of their "Engineered for a Green Planet" Mission. This non CDL requires 60% less fuel to operate than their full-size units and does not require an operator with a Commercial Driver's License, resulting in a lower daily operating cost than a full-size unit without compromising performance.</p> <p>2. ODB has designed an industry leading shredding fan. This impeller operates in a manner that grinds debris into a 30% finer mulch. Finer mulch means more debris can be loaded into the hopper and reduces the number of times an operator must dump during a shift.</p> <p>3. Another benefit of the shredding fan is the finer mulch ready product. This reduces processing steps for the customers that normally are taking place once the debris is offloaded from the equipment. The mulch is immediately ready for repurposing or composting once unloaded without added processing steps of other debris collection equipment.</p>
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Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 73. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

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 contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
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 exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. 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>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

- c. 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 the Canadian 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, DuCo, 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 contractual obligations contemplated in the bid.

☐ 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_11_Grounds_Maintenance_Equipment_RFP_031121 Thu March 4 2021 06:08 PM	<input checked="" type="checkbox"/>	2
Addendum_10_Grounds_Maintenance_Equipment_RFP_031121 Thu February 25 2021 01:00 PM	<input checked="" type="checkbox"/>	1
Addendum_9_Grounds_Maintenance_Equipment_RFP_031121 Tue February 23 2021 10:33 AM	<input checked="" type="checkbox"/>	1
Addendum_8_Grounds_Maintenance_Equipment_RFP_031121 Mon February 22 2021 10:21 AM	<input checked="" type="checkbox"/>	2
Addendum_7_Grounds_Maintenance_Equipment_RFP_031121_CDR_Suggests Wed February 17 2021 09:01 AM	<input checked="" type="checkbox"/>	1
Addendum_6_Grounds_Maintenance_Equipment_RFP_031121 Tue February 16 2021 11:03 AM	<input checked="" type="checkbox"/>	1
Addendum_5_Grounds_Maintenance_Equipment_RFP_031121 Fri February 12 2021 03:14 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Grounds_Maintenance_Equipment_RFP_031121 Tue February 2 2021 02:12 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Grounds_Maintenance_Equipment_RFP_031121 Thu January 21 2021 03:47 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Grounds_Maintenance_Equipment_RFP_031121 Wed January 20 2021 02:02 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Grounds_Maintenance_Equipment_RFP_031121 Tue January 19 2021 03:36 PM	<input checked="" type="checkbox"/>	1