

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

TO: OLD DOMINION BRUSH CO., INC.	DATE ISSUED:	2/28/2020
1627 EAST WALNUT	CONTRACT NO:	20-158-R
SEGUIN, TEXAS 78155	CONTRACT TITLE:	SOLID WASTE & RECYCLING COLLECTION

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 20-158-R including any attachments or amendments thereto.

EFFECTIVE DATE: IMMEDIATELY

EXPIRES: 7/7/2021

RENEWALS: THIS IS THE 4 YEAR AWARD NOTICE OF A POSSIBLE 5 YEAR CONTRACT.

COMMODITY CODE(S): 96850

LIVING WAGE: N

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: LUKE KAHELSKI

VENDOR TEL. NO.:

(804) 339-9012

EMAIL ADDRESS: LUKE@WEAREISG.COM

COUNTY CONTACT: MATT DAVILA (DES-EB

COUNTY TEL. NO.:

(703) 228-6467

COUNTY CONTACT EMAIL: CMDAVILA@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

Title

Date

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

RIDER AGREEMENT NO. 20-158-R

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Old Dominion Brush Co., Inc. ("Contractor"), a Delaware corporation with a place of business at 1627 East Walnut, Seguin, Texas 78155 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement and Exhibit A – Sourcewell contract #041217-ODB together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by Sourcewell and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with Sourcewell. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County" and shall be completed no later than July 7, 2021 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

3. PAYMENT

Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

4. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to furnish solid waste and recycling collection.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the

Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

6. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

7. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

8. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b) Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

9. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

10. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

11. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

12. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

13. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

Contact Information for the Contractor:

Luke Kahelski
8383 Old Richford Rd.
Mechanicsville, VA 23116

Contact Information for the Department (DES – Equipment Bureau)

Cristian Matthew Davila, Project Officer
2701 South Taylor Street
Arlington, Virginia 22206

Contact Information for Arlington County (Legal Authorization):

Office of the Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, VA 22201

14. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

15. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED
SIGNATURE: Lucas Alexander

NAME: LUCAS ALEXANDER
TITLE: PROCUREMENT OFFICER

DATE: 2/28/2020

OLD DOMINION BRUSH CO., INC.

AUTHORIZED
SIGNATURE: [Signature]

NAME AND
TITLE: Luke Kahelski Territory Manager

DATE: 2/28/20

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

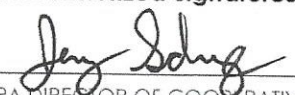
NJPA Contract #: 041217-ODB

Proposer's full legal name: Old Dominion Brush Co., Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be July 7, 2017 and will expire on July 7, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CEO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on July 6, 2017

NJPA Contract # 041217-ODB

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name OLD DOMINION BRUSH CO., INC

Authorized Signatory's Title VP



VENDOR AUTHORIZED SIGNATURE

Duke Brzezinski

(NAME PRINTED OR TYPED)

Executed on July 7, 2017

NJPA Contract # 041217-ODB

Form C**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**Company Name: Old Dominion Brush Co., Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
NONE	NONE	NONE	

Proposer's Signature: *Daniel B. [Signature]* Date: 4/10/17**NJPA's clarification on exceptions listed above:**

Review and Approved:

[Signature] 6/27/17
NJPA Legal Department

Contract Award
RFP #041217

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED
EQUIPMENT, SUPPLIES, AND ACCESSORIES

In compliance with the Request for Proposal (RFP) for SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQUIPMENT, SUPPLIES, AND ACCESSORIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Old Dominion Brush Co., Inc Date: 4/10/2017

Company Address: 5118 Glen Alden Drive

City: Richmond, State: VA Zip: 23231

Contact Person: Rick Timmerman Title: Equipment Sales Manager

Authorized Signature: Duke Brizzolara Duke Brizzolara
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

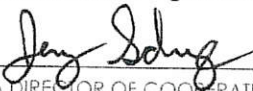
NJPA Contract #: 041217-ODB

Proposer's full legal name: Old Dominion Brush Co., Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

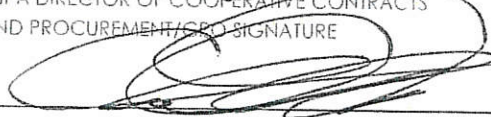
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NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CEO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on July 6, 2017

NJPA Contract # 041217-ODB

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name OLD DOMINION BRUSH CO., INC

Authorized Signatory's Title VP



VENDOR AUTHORIZED SIGNATURE

Duke Brzezinski

(NAME PRINTED OR TYPED)

Executed on July 7, 2017

NJPA Contract # 041217-ODB

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

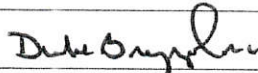
Company Name: Old Dominion Brush Co., Inc.

Address: 5118 Glen Alden Drive

City/State/Zip: Richmond, VA 23231

Telephone Number: 800-446-9823

E-mail Address: odb@odbco.com

Authorized Signature: 

Authorized Name (printed): Duke Brizzolara

Title: VP

Date: 4/10/2017

Notarized

Subscribed and sworn to before me this 10th day of April, 20 17

Notary Public in and for the County of New Kent State of VA

My commission expires: July 31, 2019

Signature: 
156859



PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Company Name: **Old Dominion Brush Co., Inc.**

Questionnaire completed by: **Rick Timmerman**

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?

Payment terms are Net 30 for all the product lines.

- 2) 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?

We are able to offer lease options to governmental agencies through sourced out leasing companies. We can also offering leasing for our products through NJPA contract holder National Cooperative Leasing.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

We would continue to use our current order process already implemented for the NJPA contract.

Orders for ODB products sold directly to end members can be emailed, faxed or mailed to:

Old Dominion Brush Co., Inc.

5118 Glen Alden Drive

Richmond, Virginia 23231

rickt@odbco.com

Fax: 804-226-6914

Orders will be processed and entered into our production system. Customer name, address, entity type, NJPA membership number, model type along with contract amount will be entered into an Excel spreadsheet. Products that are shipped during each quarter will be reported to NJPA using excel spreadsheets and have the appropriate administration fees mailed to NJPA. Members will be invoiced by and shall remit their payment directly to Old Dominion Brush Company.

Our authorized dealers will accept orders for Xtreme Vac and GVM-Vac products. The dealer will be responsible for providing all pertinent member information with the order to the Old Dominion Brush Company contract administrator. The dealer will invoice and collect payment for all products sold through the NJPA contract. Quarterly reporting and administration fees will be handled the same as above through Old Dominion Brush Company.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

We currently do not offer P-card procurement or payment.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
- 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?
- What are your proposed exchange and return programs and policies?

The warranty program for all our product lines is available to the original end purchaser. The standard warranty for all of our products is one (1) year with no restrictions for hours or miles. Our warranty coverage includes both parts and labor. Since all of our equipment can be towed or driven, no travel time or transportation costs are included under the warranty. Copies of our warranty statements are located on each brands webpage for review. In order to qualify for warranty consideration, all products must be registered by completing the provided warranty registration card upon delivery, or use the on-line warranty registration located on our web pages. The warranty period commences on the delivery date of the product to the end customer. It is necessary to have the unit's serial number available when applying for warranty consideration. Claims shall be submitted to ODB on the provided warranty claim form. For components that are warranted by the original manufacture, it is still necessary to contact ODB in order to facilitate the warranty procedure.

Individual manufacturers will warrant certain components used in our products. All of the auxiliary engines that we use to power our vacuum systems have a two (2) year/2000 hour (whichever occurs first) standard warranty. Engines warranty coverage is for parts and labor, but travel time is not covered. The Freightliner and International chassis that we use also have their own warranty coverage programs that would not be covered by an Old Dominion Brush Co., Inc. warranty.

With our authorized Xtreme Vac and GVM-Vac dealers and our relationship with John Deere, Kubota, and Kawasaki engine companies, we are capable of servicing our products in all 50 States and Canada.

Items that need to be returned or exchanged will first have to have returns good authorization (RGA) number assigned to them. ODB will initiate a pick up returned goods once notified that items are ready to ship. ODB will cover transportation cost for all items that are either defective or incorrect.

- 6) Describe any service contract options for the items included in your proposal.

Currently we do not offer any service contracts directly from the factory. Members may negotiate service agreements directly with any of our authorized dealers for the Xtreme Vac and GVM-Vac solutions.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

We are offering three product lines (ODB, Xtreme Vac and GVM-Vac) of vacuum debris collectors. All of the units are designed to vacuum debris, trash, litter, yard waste and other organic matter. Sanitation departments, highway departments, street departments and general physical plant departments commonly use our products. Through our unique distribution channel of direct offering and also distribution through two exclusive dealer networks, we are able to satisfy self-sufficient customers that prefer to eliminate the middle man as well as those customers that require more product support provided by a servicing dealer.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

We are offering 2017 pricing for the ODB, Xtreme Vac and GVM-Vac products that are dated April 1, 2017. All the prices listed in each of these price lists show MSRP pricing. All three products offerings have a trailer mounted price list as well as a truck or skid mounted price list. Each model offered has a narrative description listing all the standard features that are included in the base price. Below the base price, there are options that are available for each particular model.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

We are proposing a 7.5% discount off of the MSRP to NJPA members. With the tremendous success that we have had with our current NJPA contract, we feel it is important to increase our discount to NJPA members to help emphasize the value of cooperative contracting.

- 10) The pricing offered in this proposal is

- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- XXX c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

Our pricing is based on low volume quantities. Members purchasing 5 or more units will receive an additional 5% discount off the MSRP. We do not offer any rebate programs.

- 12) 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.

Specialty items not included as standard options will be offered as a "sourced goods". An example of a "sourced good" could include specific warning light packages or customized features. All items that would be considered "sourced goods" would be offered to NJPA members at a cost plus 15% markup.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

All of our ODB products have basic training for proper operation procedures included in the pricing.

For our Xtreme Vac and GVM-Vac products, basic training is provided in all the base machine pricing. If a member would like a full on-site training session performed by a factory certified dealer representative, each dealer will indicate any additional fee for this service. For members requesting a full dealer pre-delivery inspection (PDI) and local delivery, each dealer will indicate their additional fee for this service.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

The cost to transport each unit is \$2.00 per mile for each unit. For the lower 48 states and Canada all trailer-mounted units will be delivered via tow service companies. For truck-mounted units, drive-away service companies will be utilized. Transportation cost will be determined by calculating the mileage from our manufacturing facility in Richmond, VA to the end customer's or authorized dealer's location. Using Google Maps, the shortest distance from zip code 23231 to the final destination zip code will determine the mileage factor.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Transportation that requires any offshore delivery will be factored as follows:

\$2.00 per mile fee to the nearest port

Total cost of transportation via ship line will be provided per unit.

\$2.00 per mile fee from import port to final destination via tow service or drive-away service.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

ODB is providing the best of both worlds in regards to distribution of our products. We are offering factory direct marketing of the ODB product for those customers that prefer not to have a middleman level of distribution. We are also offering the ability to have increased local presence for service and parts by offering the Xtreme Vac and GVM-Vac lines through an exclusive dealer network.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members 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 NJPA.

A continuance of our existing NJPA contract pricing and auditing program is being proposed. Rick Timmerman at ODB will generate all quotes for both direct and dealer sales. This eliminates any misuse of the contract and ensures that pricing will be accurate. In the past four years, we have not had any pricing discrepancies with NJPA proposals. This process also provides the necessary template to accurately report sales on a quarterly basis. All administration fees will be paid directly by Old Dominion Brush, not by each individual dealer.

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA 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 RFP Section 6.29 and following for details.)

We are proposing a 2.5% administration fee based on the member's net cost after the 7.5% membership discount has been applied. This will include the base model price and all applicable options requested by the member. The administration fee will not apply to any transportation or additional dealer supplied PDI or training costs. Because of the success that we have had with our existing NJPA contract, we fully understand the benefits and value of the NJPA contract.

Industry-Specific Questions

(Answer all questions. If a question does not apply to the solution(s) in your proposal, state "N/A" and articulate why the question does not apply.)

For technology vendors:

- 19) Clearly explain how your company collects, stores, and uses the customer data that is gathered through normal business practices. In your view, who owns this data: your company or your customers? What rights (if any) do you propose that your customers have to any data created by your proposed solutions?

Not applicable

- 20) Describe how do you protect data that you obtain or create for your customers? Who has access to this data, and for what purposes?

Not applicable

- 21) Does your product or platform encourage increased participation in recycling and diversion programs?

Not Applicable

- 22) If you are offering web-based products or services, are they available through a suitable application on mobile devices? If so, are they compatible with both iOS, Android, and other operating systems? Are they broadly and easily available?

Not Applicable

For equipment/product vendors:

- 23) What specific market segments does your company serve? What portion of your overall revenue is derived from the governmental and educational sectors?

Our target market segment consists of municipal entities such as cities, towns, townships, villages, boroughs, counties and state agencies; all of these agencies typically provide either a public works or sanitation type service to their communities. With our current NJPA contract, we have also been able to tap into the educational market primarily higher education and local school districts that maintain large physical plants. Currently 98% of our business is derived from some form of governmental agency.

- 24) Explain in detail why and how your manufacturing process is superior to that of your competitors.

ODB products have been described as "the premier debris collectors" available on the market. With more than 75% market share for products of similar design, we have quality and performance second to none. One of the biggest advantages that we offer to customers is that we are truly a manufacturer of our equipment. Each product manufactured has been internally engineered and designed with CAD engineering programming. All manufacturing takes place in our 200,000 square foot facility in Richmond, VA. From the moment raw materials enter our facility until a product is completed, everything from fabrication, painting and final

assembly is under one roof. We have two lasers and one water jet cutting machines that allow us to process steel to exact tolerances. Robotic welders are used on numerous components that require the highest level of tolerances. We are the only manufacturer of this type of equipment that uses a fabricating technique known as tab and slot construction on all metal components. This process is very similar to mortise and tenon in woodworking where one piece of metal has tabs while the mating piece has slots. This technique provides self-jigging for every component as well as a mechanical bond in addition to welding alone. We currently use a state of the art paint facility consists of three down draft paint booths. We currently have plans to convert over to powder coating paint in the near future. With both forms of painting, every product that we manufacture has each component painted completely prior to assembly providing an automotive quality finish. This insures that everything that is painted has complete coverage and items not intended to be painted (engines, filters, hardware, wires, etc.) remain unpainted. While many manufactures today seem to be sourcing out jobs and components, ODB believes that in order to produce the best product, you need to control as much of the manufacturing process as possible. By maintaining this philosophy for the last 107 years, the quality of our products has far exceeded all others in today's market.

- 25) Explain in detail why and how your value-added attributes separate you from your competitors and why this should be considered valuable to NJPA and its members.

We not only manufacture the ODB, Xtreme Vac and GVM-Vac product lines of debris collectors, but we also manufacture after-market replacement parts for all of our competitors vacuum debris collectors. This allows us to better serve our customers that have multiple brand machines when they are seeking replacement parts. It also helps us to keep a close watch on the needs and requirements of the vacuum debris collector market that will ultimately help all potential NJPA members interested in our type of products.

- 26) Do you manufacture all the products offered in your proposal? If not, please list all products that are sourced using a third party or subcontractor.

We manufacture all of our products at our Richmond, Virginia facility with the following exceptions:

Freightliner M2-106 chassis with dual steering built to our specification

International 7400 chassis with dual steering built to our specification

- 27) Do your manufacturing processes qualify for any recognized compliance standards or certifications (e.g., ISO)? If so, please detail.

Not applicable

- 28) Describe your approach to working with new governmental, educational, or not-for-profit entities in rolling out your products/equipment for these customers or their constituents.

We would begin by asking questions about what are the challenges they face with regard to debris collection. After determining their challenges, we would educate them in how our multiple of solutions could resolve their challenges. Having been involved in vacuum debris collection for nearly 50 years, we have the experience to help guide and educate new members so they can alleviate their debris collection challenges.

29) Confirm whether or not you are both able to and agree to comply with the applicable "EPA Emission Standards for Heavy-Duty Highway Engines and Vehicles" outlined in the following link:

<https://www.epa.gov/emission-standards-reference-guide/epa-emission-standards-heavy-duty-highway-engines-and-vehicles>

All of our products are in full compliance with both on-road vehicle emissions as well as off-highway engine emissions. All of the diesel engines that power our vacuum debris collectors have been certified for EPA Final Tier 4 emission and are certified for use in all 50 states. The gasoline engines that we use comply with EPA are certified for use with the clean air act that include the EPA Tier 2 and CARB Tier 3.

Signature: Duke Brydine Date: 4/10/17