

**MASTER AGREEMENT # 062425****CATEGORY: Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies****SUPPLIER: ODRA, LLC dba ODRA Road Sweepers**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and ODRA, LLC dba ODRA Road Sweepers, 705 South 48th Street, Grand Forks, ND 58201 (Supplier).

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

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

**Article 1:
General Terms**

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

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

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on October 27, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP # 062425 to Participating Entities. In Scope solutions include:
 1. Sourcewell is seeking proposals for Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies intended or designed for sweeping, vacuuming, or cleaning of streets, roadways, alleys, parking facilities, sidewalks, trails, paths, and airport runway or airfield surfaces, such as:
 - a. Street, sidewalk, parking lot, and runway sweeping and cleaning equipment of every size, model, or design;
 - b. Litter, trash, and debris vacuums; and,
 - c. Optional equipment, accessories, supplies and replacement or wear parts directly related to the offering of the solutions in subsections 1. a. - b. above.
 2. The primary focus of this solicitation is on Street Sweepers and Specialty Sweepers with Related Equipment, Accessories, and Supplies, and the related offering of equipment, supplies, and services. This solicitation should NOT be construed to include services only solutions.
 3. Proposers may include rental of street sweepers, specialty sweepers, debris vacuums and related equipment provided that they are complimentary to Proposer's offering of street and specialty sweepers.
 4. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
 - a. Snow and Ice Handling Equipment, Supplies, and Accessories (RFP #062222);
 - b. Facility MRO, Industrial, and Building-Related Supplies and Equipment (RFP #091422);
 - c. Airport Runway and Emergency Equipment with Related Services; except as called out above (RFP #111522);
 - d. Grounds Maintenance Equipment, Attachments, and Accessories with Related Services (RFP #112624); and,
 - e. Roadway Maintenance Equipment (RFP #050625).

Proposers may include related equipment, accessories, and services to the extent that these solutions are directly related to turnkey solutions for subsections 1. a. - c. above.

- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
 - 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to “federal” should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier’s Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of

every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other

award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;

- Provide sufficient detail to justify the requested change;
- Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

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

Sourcwell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcwell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcwell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcwell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcwell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcwell Administrative Fee Applied; and

- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

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

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

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article.

Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate

- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

**Article 3:
Supplier Obligations to Participating Entities**

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms

control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

ODRA, LLC dba ODRA Road Sweepers

Signed by:

 C0FD2A139D06489...

Signed by:

 A231B8A071D84C3...

By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer

By: _____
 Alex Byczynski
 Title: Vice President

Date: 10/24/2025 | 3:51 PM CDT

Date: 10/24/2025 | 9:17 AM CDT

RFP 062425 - Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies

Vendor Details

Company Name: ODRA, LLC
Does your company conduct business under any other name? If yes, please state: ODRA Road Sweepers
Address: 705 South 48th Street
Grand Forks, North Dakota 58201
Contact: ODRA Sweepers
Email: contracts@odrasweeper.com
Phone: 844-888-6372 2
HST#: 26-3726001

Submission Details

Created On: Tuesday May 27, 2025 16:28:01
Submitted On: Tuesday June 24, 2025 14:59:40
Submitted By: ODRA Sweepers
Email: contracts@odrasweeper.com
Transaction #: 548f0db3-41ae-4702-b064-7d3d8a9439f3
Submitter's IP Address: 147.243.254.214

Specifications

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

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

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

| Line Item | Question | Response * |
|-----------|---|---|
| 1 | Provide the legal name of the Proposer authorized to submit this Proposal. | ODRA, LLC |
| 2 | In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N. | Y |
| 3 | Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell). | ODRA, LLC dba ODRA Road Sweepers. Authorized affiliate: Challenger Manufacturing, Ltd. as the parent company in Canada, of which our intent is to include them in our response as part of our manufacturing, distribution, and service offerings. ODRA has a relationship with a network of dealers and service providers including 411 Equipment, Chadwick-Baross, Infrastructure Solutions Group, Plumbers Depot, Reliance Truck & Equipment, Sanitation Equipment, Superior NA, Vacuum Truck Rentals, Vacuum Truck Sales & Service, McCann Industries, FMI Truck Sales and Service, Excel Truck Group, Rush Trucks, and Pritchard Commercial. |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | USG4CKBK3PK1 |
| 5 | Provide your NAICS code applicable to Solutions proposed. | 336211 Motor Vehicle Body Manufacturing |
| 6 | Proposer Physical Address: | USA: ODRA, LLC Corporate Headquarters: 705 South 48th Street, Grand Forks, ND 58201, USA ODRA, LLC Parts Distribution Center: 6890 Hudson Village Creek Rd, Building T, Kennedale, TX 76060, USA ODRA, LLC Service Center: 5649 2nd St W, Unit 104 & 105, Lehigh Acres, FL 33971, USA Canada: Challenger Manufacturing Ltd. Corporate Headquarters: 770 Century Street, Winnipeg, MB R3H 0M1, Canada Challenger Manufacturing Ltd. Parts Distribution: 5815 – 40 Street SE, Bay 3, Calgary, AB T2C 2H6 Canada |
| 7 | Proposer website address (or addresses): | https://odrasweeper.com/ (See attachment of our website:ODRA-Sourcewell_RFP062425_Table1_ODRAWebSite.pdf) |
| 8 | Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer): | Alex Byczynski, Vice President, ODRA, LLC 705 S 48th St. Grand Forks, ND 58201, email: info@odrasweeper.com , tel: 6158156075 |

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| 9 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Jason Coover, Sales Manager, , ODRA, LLC 705 S 48th St. Grand Forks, ND 58201, email: contracts@odrasweeper.com, tel: 7012131004 | * |
| 10 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Karla Ulloa, Inside Sales, ODRA, LLC 705 S 48th St. Grand Forks, ND 58201, email: info@odrasweeper.com, tel: 7012151518 | * |

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

| Line Item | Question | Response * | |
|-----------|--|--|---|
| 11 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions. | <p>ODRA LLC, a subsidiary of Challenger Manufacturing Ltd., has a long-standing commitment to serving the public works sector with reliable, cost-effective street sweeping solutions. The company's origins date back to 2006, when Challenger Manufacturing was founded in Canada, to address the needs of municipalities requiring high-performance mechanical broom sweepers—especially for heavy debris and spring cleanup conditions in Canada's harsh climates.</p> <p>In 2012, ODRA LLC was established in Grand Forks, North Dakota, as a U.S.-based manufacturing and sales hub to better serve American customers. From 2012 to 2020, ODRA partnered with Elgin Sweeper Company, manufacturing sweepers that were sold under the Elgin Broom Badger name. During this period, our equipment was widely adopted by government agencies across North America, many of whom purchased through the Sourcwell contract. This experience gave us deep familiarity with cooperative purchasing and the needs of Sourcwell member agencies.</p> <p>Since 2020, ODRA has been selling street sweepers branded under its own name, building on the same proven sweeper platform while expanding its service, support, and dealer network. With over 1,500 units deployed in the US and Canada and nearly two decades of continuous product refinement, ODRA has become a recognized leader in chassis-mounted, non-CDL mechanical sweepers. Our manufacturing operations in North Dakota and Canada are supported by dedicated a large factory team and dealer network, enabling us to provide exceptional lead times and factory-direct service throughout North America.</p> <p>Our core values are grounded in reliability, simplicity, customer focus, and continuous improvement. We believe in building equipment that is dependable, easy to operate and maintain, and designed with long-term value in mind. Our business philosophy emphasizes responsiveness, partnership, and supporting public works professionals with tools that help them do their jobs efficiently. We are proud to serve municipalities, DOTs, airports, and contractors who provide essential infrastructure maintenance.</p> <p>ODRA's sole focus on mechanical sweepers allows us to offer unmatched expertise in our product category. Our commitment to innovation, our understanding of public sector procurement, and our long history in this specialized industry make us an ideal partner for Sourcwell and its members.</p> <p>(See attachment: ODRA-Sourcwell_RFP062425_Table2_ODRAFactoryViews.pdf)</p> | * |
| 12 | What are your company's expectations in the event of an award? | <p>ODRA is committed to becoming an official Sourcwell business partner, with the goal of expanding our reach by providing cost-effective, efficient, and safe sweeping solutions to Sourcwell members. By leveraging an awarded North American contract, we aim to streamline the purchasing process for customers, emphasizing the advantage of bypassing the traditional bid process, as Sourcwell has already completed it.</p> <p>Many of our customers are already familiar with our sweepers, and through this contract, we will assist them in utilizing Sourcwell as a compliant and efficient purchasing option. Following the award, we will issue a press release and update our marketing materials, including our website, social media platforms, and tradeshow advertisements to highlight this valuable partnership.</p> <p>To ensure the success of this initiative, we will provide comprehensive training to all North American employees, and dealer network, educating them on the benefits of the Sourcwell contract and their specific role in its implementation, and execution. Special attention will be given to equipping our sales teams and dealer network—supported by Sourcwell's resources—on how to effectively engage with this contract.</p> <p>This strategic partnership is expected to significantly increase our exposure within key sectors, including government, education, non-profit, and contracting markets, thereby enhancing our ability to convert opportunities into sales.</p> | * |

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| 13 | <p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p> | <p>We are providing the following financial files for your review: Income Statement, and Financial Statement on the attached: ODRA-Sourcewell_RFP062425_Table2_Financials.pdf</p> | * |
| 14 | <p>What is your US market share for the Solutions that you are proposing?</p> | <p>At present, there is no standardized industry data collection method for determining market share within our specialized segment: Class 5 (under 19,500 lb GVWR), non-CDL mechanical broom sweepers. However, based on internal analysis and market intelligence, we estimate that we hold a leading position in this category, with a U.S. market share of approximately 65–70%. We have recently introduced the MS5H, a Class 6 (under 26,000) solution which will appeal to a much larger base within the municipal market.</p> | * |
| 15 | <p>What is your Canadian market share for the Solutions that you are proposing?</p> | <p>At present, there is no standardized industry data collection method for determining market share within our specialized segment: Class 5 (under 19,500 lb GVWR), non-CDL mechanical broom sweepers. However, based on internal analysis, and market intelligence, we estimate that we hold a Canadian market share of 50%.</p> | * |
| 16 | <p>Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.</p> | <p>None</p> | * |
| 17 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | <p>Manufacturer We offer both direct sales and service along with dealer sales and service. Our dealer network is third party. Both direct and dealer sales are factory trained and supported. Our service department trains the dealer service departments and performs direct service for customers. This combination provides complete coverage and a consistent experience no matter where the customer is located.</p> | * |

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| 18 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | <p>ODRA holds licenses and certifications to meet requirements necessary to provide customers with our products effectively, including but not limited to Dealer Permits at the factory facilities in Manitoba Canada and North Dakota, USA; National Safety Compliance Label as an approved manufacturer; Department of Transportation Certification for Motor Vehicle Safety, and the South Coast Air Quality Management District in California, PM10 compliant Rule 1186.</p> <p>Anyone carrying on a business as a dealer in Manitoba must hold a Dealer's Permit issued by the registrar that permits the individual, partnership, or corporation to sell any type of vehicle that can be registered under the DVA. (Drivers and Vehicle Act) A North Dakota dealer license is required if you are in the business of buying, selling, and/or exchanging motor vehicles. ODRA also has an active DOT safety rating.</p> <p>We are a vehicle finisher for the purposes of our sweepers and hold NSM "U33" as our mark. The national safety mark (NSM) is the property of the Government of Canada, and its use is authorized by the Minister of Transport to manufacturers of new vehicles offered for sale in Canada. Transport Canada requires the manufacturers that are authorized to affix the mark, to have the capability to certify their vehicle production to comply with the regulations under the Motor Vehicle Safety Act. The Vehicle Safety Act requires each manufacturer of a motor vehicle or motor vehicle equipment to affix a certification label on the vehicle prior to delivery to the succeeding manufacturer, dealer or purchaser of the vehicle. The label must certify that the vehicle or item of motor vehicle equipment conforms to all applicable safety standards in effect on a specified date.</p> <p>Canada imposes various economic sanctions and trade restrictions pursuant to the United Nations Act ("UNA") and the Special Economic Measures Act ("SEMA"). The specific sanctions are implemented in country specific or targeted regulations. That being said, most regulations promulgated under SEMA have a sister regulation that grants authority to the Minister of Foreign Affairs and/or Minister of International Trade to grant authorizations (called a "Ministerial Authorization") to allow certain transactions. Our Ministerial Authorization is issued by the Department of Transport for the Motor Vehicle Safety ACT. Transport Canada is responsible for transportation policies and programs. They promote safe, secure, efficient, and environmentally responsible transportation. We are a registered member.</p> <p>South Coast Air Quality Management District in California, PM 10 compliant Rule 1186, requires local governments within the SCAQMD to procure only certified street sweepers for new equipment purchases or new street sweeping contracts made after January 1, 2000 which comply with their air quality standards to the extent of strictest rules and guidelines.</p> <p>See attachment of our certifications and permits: ODRA-Sourcewell_RFP062425_Table2_ODRAPermits-Certifications.pdf</p> |
| 19 | Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation. | None |
| 20 | Describe any relevant industry awards or recognition that your company has received in the past five years. | None |
| 21 | What percentage of your sales are to the governmental sector in the past three years? | 42.72% |
| 22 | What percentage of your sales are to the education sector in the past three years? | 0% |
| 23 | List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years? | ODRA was recently awarded the State of Minnesota awarded contract S-843(5), 265371: Street Sweepers: 3-Wheel and 4-Wheel, in April 2025 (https://osp.admin.mn.gov/sites/osp/files/2022-10/s-843%285%29.pdf). We anticipate being able to report several sales from this contract in the coming months. |
| 24 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | None |

Table 2B: References/Testimonials

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

| Entity Name * | Contact Name * | Phone Number * | |
|---|-------------------|----------------|---|
| State of Connecticut Department of Transportation | Scott Niland | (860) 594-2641 | * |
| Town of Three Hills, AB | Grant Gyurkovits | (403) 443-5822 | * |
| City of Albuquerque, NM | Jennifer Turner | (505) 768-3830 | * |
| City of Cleveland, OH | Wayne Gartin | (216) 420-8118 | |
| City of Burlington, CO | Michael Rodriguez | (719) 342-5503 | |

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

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

| Line Item | Question | Response * | |
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| <p>26</p> | <p>Sales force.</p> | <p>Our North America direct sales team consist of 22 FTE in the sales force, including managers, reps, and inside sales, all focused on selling ONLY our ODRA sweepers (not any other product line). In addition, our dealer network is made of 9 independent companies with a combined sales force of 62 sales personnel.</p> <p>In support of our sales team listed above, ODRA and Challenger Manufacturing combined, have 7 FTE's supporting North America direct sales and dealers.</p> <p>In the past, our sales team was selling through Elgin's Sourcewell contract for several years and are well versed in the features and benefits of the contract. We will use this experience for our own Sourcewell contracts as ODRA independently. We are confident to receive the contract to continue to operate successfully with Sourcewell entities.</p> <p>Direct Sales:</p> <p>Combining ODRA USA market and Challenger Manufacturing, Canada, we have 22 FTEs supporting North America for sales along with our dealer network.</p> <p>Our 3 Regional managers are located in Texas (supporting the Southern half of the US) and Pennsylvania (supporting the northern part of the US), and Manitoba (Supporting Canada-wide sales).</p> <p>Our 14-in field sales reps are evenly spread all over the USA and Canada to ensure customer-reach in all main regions geographically, including Tampa, Orlando, Atlanta, Pittsburgh, Minneapolis, Kansas City, Denver, DFW, Houston, Pheonix, San Francisco, Seattle, Little Rock, Winnipeg (Central Canada).</p> <p>The ODRA sales model includes 5 FTE in inside sales, to support the success of our team.</p> <p>All of the listed above employees are ODRA direct full-time employees.</p> <p>At any given time, our sales reps use at least 7 ODRA sweepers as demonstrators to tangibly present and operate the actual product line we are selling. In our opinion, we cannot sell a \$250,000+ product based on brochures alone.</p> <p>Each of our sales representatives is trained extensively regarding our product line, competition, and ability to operate the sweepers. Each of our salesforce person operates and does the sweeping demonstration by himself. This ensures that each person is able to not only showcase the sweeper features, but has a deep understanding of the principals behind our exclusive sweeper design, sweep methods, and any in-field questions for operation, training, and service from the demo itself. Municipalities can benefit from having stakeholders (fleet managers, technicians, operators, service) present with our reps to ask about their current legacy sweepers compared to our ODRA sweepers.</p> <p>Our US and Canadian factories are integrated with each other. The proximity between them is ~150 miles or a 2.5 hour drive. This allows us to easily transport components between the facilities which allows us to be flexible with suppliers, take advantage of currency fluctuations as well as different labor markets all of which have a direct added value to the customer in terms of better lead time and a more competitive price structure.</p> <p>See our Sales, Service, Parts map attached: ODRA-Sourcewell_RFP062425_Table3_SalesRep&ServiceLocations.pdf</p> <p>Dealer Sales:</p> <p>ODRA has partnerships with a network of 9 independent dealers, spread in the USA and Canada to further our reach for product sales, service, parts and support. Geographically our dealers complete the entirety of North American sales for ODRA products. Dealers include Chadwick-BaRoss in New England (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont), 411 Equipment (New Mexico), Plumber's Depot (California), ISG (Maryland, North Carolina, South Carolina, Virginia), Sanitation Equipment (New Jersey), Reliance Equipment (Texas), Vacuum Truck Sales and Service (Alabama, Florida, Illinois, Indiana, Louisiana, Maryland, Massachusetts, Michigan, New Jersey, Oklahoma, South Carolina, Texas, , Virginia, West Virginia),), Superior NA (British Columbia, Alberta, Saskatchewan, Manitoba) McCann Industries (Illinois, Indiana and Michigan).</p> <p>In addition to the dealers and their teams, ODRA has 2 dedicated full-time employees that conduct periodic additional training and demonstrations. Each ODRA dealer is well versed on the features and benefits of our products and can provide sales assistance to a customer or dealer both from the factory or by visiting the customer or dealer.</p> |
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| <p>27</p> | <p>Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.</p> | <p>Dealer Sales:</p> <p>ODRA has partnerships with a network of 9 independent dealers, spread in the USA and Canada to further our reach for product sales, service, parts and support. Geographically our dealers complete the entirety of North American sales for ODRA products. Dealers include Chadwick-BaRoss in New England (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont), 411 Equipment (New Mexico), Plumber's Depot (California), ISG (Maryland, North Carolina, South Carolina, Virginia), Sanitation Equipment (New Jersey), Reliance Equipment (Texas), Vacuum Truck Sales and Service (Alabama, Florida, Illinois, Indiana, Louisiana, Maryland, Massachusetts, Michigan, Mississippi, New Jersey, Oklahoma, South Carolina, Texas, Texas, Virginia, West Virginia), Superior NA (British Columbia, Alberta, Saskatchewan, Manitoba) McCann Industries (Illinois, Indiana, and Michigan).</p> <p>In addition to the dealers and their teams, ODRA has 2 dedicated full-time employees that conduct periodic additional training and demonstrations. Each ODRA dealer is well versed on the features and benefits of our products and can provide sales assistance straight from the factory or in-person visit to the dealer and customer.</p> <p>ODRA has long standing relationships with all of our ODRA-factory appointed dealers. We expect to continue to add factory appointed dealers to enhance our entire network of sales and service dealers. The ODRA inside and regional manager FTE focus on dealer development along with the support of our factory Customer Service and Service teams. Our intent is our dealers will be eligible to receive customer purchase orders made out to them. The customer may also issue a purchase order direct to the factory.</p> <p>We distribute direct from the factory or through our dealers. In either case, the customer will know their servicing dealer and will have the option of getting the factory involved at any time. Both our dealer and our factory representatives arrive with the equipment to the customer site at which time, training is conducted on the equipment, the warranty process, and the service and aftermarket parts processes.</p> <p>See our Dealers map attached: ODRA-Sourcewell_RFP062425_Table3_DealerLocations.pdf</p> <p>RENTALS/LEASE:</p> <p>In addition to our dealer network and direct sales, ODRA has strategically structured our sales channels to support municipal purchasing flexibility by offering factory-direct rental and lease programs. These programs are specifically designed to align with the budgetary cycles and capital constraints that many public agencies face. By providing options that shift large capital expenditures into manageable operating expenses, ODRA opens new pathways for municipalities to acquire high-performance sweepers without the delays or hurdles of traditional procurement. These rental and lease solutions are fully supported by our factory and service teams, ensuring that agencies receive the same high level of product reliability and technical support as they would through a standard purchase.</p> |
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| <p>28</p> | <p>Service force.</p> | <p>ODRA stands behind its sweepers with unparalleled customer support. By design and company structure, our service and engineering functions are fully integrated throughout each stage of manufacturing. This ensures that support is not only reactive but embedded into the very DNA of our products.</p> <p>ODRA's deep technical knowledge as an OEM allows us to deliver comprehensive service platforms and industry-leading support practices. Many of our service solutions are engineered directly into our products—such as greaseless bearings and modular components—dramatically reducing preventative maintenance time and cost.</p> <p>Our dedicated service force is made up of over 45 North American personnel, including factory staff and authorized dealer technicians. Every ODRA customer—regardless of location, age of unit, or warranty status—has direct access to factory service support, troubleshooting, and upgrade kits at no charge. Customers can also order OEM parts directly through our centralized parts warehouse, avoiding delays and markups from middlemen.</p> <p>ODRA operates a fleet of three fully outfitted crane service trucks, which are available for nationwide dispatch. These trucks are equipped with knuckle boom cranes and carry a complete inventory of critical parts, allowing for extensive mobile repair, including major structural work like elevator replacements and hopper repairs. This capability is a critical differentiator and ensures that our customers experience minimal downtime in the field.</p> <p>Our engineering team also supports field operations directly. With in-depth product knowledge and real-time feedback from service calls, they help ensure rapid diagnosis and resolution, while also driving continuous product improvement.</p> <p>ODRA maintains a strong partnership with a network of nine authorized independent dealers across North America, extending our service, parts, and support footprint to all U.S. and Canadian regions. These include Chadwick-BaRoss serving Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont; 411 Equipment in New Mexico; Plumber's Depot in California; ISG across Maryland, North Carolina, South Carolina, and Virginia; Sanitation Equipment in New Jersey; Reliance Equipment in Texas; Vacuum Truck Sales and Service covering Alabama, Florida, Illinois, Indiana, Louisiana, Maryland, Massachusetts, Michigan, New Jersey, Oklahoma, South Carolina, Texas, Virginia, and West Virginia; Superior NA covering British Columbia, Alberta, Saskatchewan, and Manitoba; and McCann Industries across Illinois, Indiana, and Michigan.</p> <p>Each dealer is fully trained on ODRA products and equipped to provide both in-shop and field service. In addition, ODRA employs two full-time field training and demonstration specialists, who regularly visit dealer locations and end users to support onboarding, advanced technical training, and product demos.</p> <p>This hybrid model—combining factory-direct service, engineering-level support, and a geographically diverse dealer network—ensures every Sourcewell member has fast, expert service coverage, regardless of region. Attached is our service maps and mobile service trucks for reference: ODRA-Sourcewell_RFP062425_Table3_ODRAService-Dealer-MobileService.pdf.</p> |
| <p>29</p> | <p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p> | <p>Before an order is placed, our factory representative collaborates closely with the customer and their local dealer to prepare a detailed quote that reflects the exact specifications requested. When the customer is ready to proceed, they may issue a purchase order either directly to the factory or through their local dealer. If awarded a Sourcewell contract, the quote and purchase order will include the customer's Sourcewell member number and our contract number.</p> <p>Upon receipt of the order, the factory will issue a confirmation to both the customer and dealer, including the anticipated delivery date. The order will then be logged and tracked in our system as a Sourcewell transaction to ensure accurate reporting upon final delivery.</p> <p>Throughout the process, customers have the flexibility to work either directly with the factory or through their dealer. We maintain open communication with both parties and provide timely updates should the order status change at any stage prior to delivery.</p> <p>An order is not considered complete until the equipment has been delivered, operator training has been conducted, and the customer is fully satisfied with their sweeper. Ongoing support is available through our online e-commerce platform, directly from the factory, or via our network of authorized local dealers for service and maintenance parts.</p> |

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| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | <p>All personnel supporting our sweepers—both at the factory and within our dealer network—are thoroughly trained to prioritize prompt, effective customer support. Our top objective is to respond the same day to any post-sale service request, ensuring a rapid assessment of the issue and identifying the appropriate resources required.</p> <p>Each dealer is required to maintain an inventory of replacement parts that aligns with the volume of units operating within their designated service territory. If a specific part is not available locally, it can be ordered directly from our manufacturing facilities in the U.S. and Canada, or through our online e-commerce platform. Most parts are shipped within 24 to 48 hours of order receipt. The ODRA Customer and dealer portal provides access to complete breakdowns of each area of the equipment which is used to order service or maintenance parts, and supports troubleshooting with drawings and schematics. Customers could actually easily purchase a sweeper by ordering each part from our online shopping cart.</p> <p>Our OEM service and maintenance parts inventory exceeds \$1.5 million, and we maintain approximately \$3 million in production components across North America. For urgent service needs, we also offer direct-to-customer shipments to minimize downtime.</p> <p>From a service compensation perspective, our dealers are reimbursed at their standard shop labor rates and are also compensated for travel time associated with on-site repairs. This structure incentivizes our dealer partners to prioritize and efficiently execute warranty service, as it represents a valuable revenue stream for their business.</p> | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcwell participating entities. | <p>Over the past 19 years, we have successfully distributed our products across the United States, including to remote and logistically challenging markets such as Hawaii and Alaska. Our ability to deliver to all 50 states demonstrates not only the reliability of our supply chain, but also our commitment to meeting customer needs regardless of location.</p> <p>ODRA has the unique capability as a manufacture selling direct to create parts in larger volumes and lower cost to end users. This keeps inventory levels high for both industry leading new machine lead times as well as an abundance of parts in the warehouse. We understand the high usage seasons and have designed production plans to far exceed any customers expectations.</p> <p>We continue to build and strengthen our nationwide network of authorized equipment dealers, enabling us to provide localized support and expertise while maintaining consistent quality standards. This dealer network allows us to offer prompt service, parts availability, and technical assistance—ensuring a high level of customer satisfaction and equipment uptime.</p> <p>Importantly, there are no geographic limitations to where we can sell or service our products. Whether through our direct factory team or our expanding dealer partnerships, we are fully equipped to deliver sales, support, training, and maintenance services at an elevated standard anywhere in the U.S .</p> | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada. | <p>We have been proudly selling our sweepers in Canada for the past 19 years, and we believe we are the only street sweeper manufacturer with production facilities and dedicated support personnel located in both the United States and Canada. This unique binational presence allows us to deliver an unmatched level of service and responsiveness to our Canadian customers.</p> <p>Our factory in Winnipeg plays a critical role in ensuring a reliable, uninterrupted supply of equipment, parts, and technical support throughout Canada. By manufacturing domestically, we eliminate common cross-border challenges such as currency fluctuations, customs clearance delays, and international shipping disruptions—ensuring our customers receive fast, efficient service without compromise.</p> <p>As we continue to expand our Canadian operations, we are actively growing our network of authorized dealers to enhance local accessibility and service coverage. With this infrastructure in place, there are no regions in Canada where we are unable to sell or provide high-level support. Our commitment is to deliver seamless, timely, and professional service to every customer, regardless of location.</p> | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement. | We do not have any geographic limitations to our coverage of the US or Canada. | * |
| 34 | Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this. | We will fully service all Sourcwell participating entity sectors if awarded. | * |
| 35 | Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | We do not have any requirements or restrictions that would apply. | * |

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| 36 | Will Proposer extend terms of any awarded master agreement to nonprofit entities? | Yes | * |
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Table 4: Marketing Plan (100 Points)

| Line Item | Question | Response * |
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| <p>37</p> | <p>Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p> | <p>If awarded a Sourcwell contract, we will immediately implement a comprehensive, multi-channel marketing strategy designed to rapidly promote awareness, adoption, and sales growth under the awarded agreement.</p> <p>Internal Preparation & Rollout We will issue a formal press release across North America to announce the award. Our factory teams—including executive leadership—will undergo structured training to ensure all levels of our organization are aligned on using Sourcwell as a primary contract vehicle. This will be positioned internally as our lead contract, with company-wide commitment to growing our public-sector sales through it.</p> <p>Dealer Network Integration We will launch an immediate campaign to train and equip our dealer network. Many of our dealers already sell other product lines through Sourcwell contracts, giving them a strong understanding of cooperative purchasing and how to effectively leverage the contract in conversations with public agencies. Their existing relationships and Sourcwell experience will significantly accelerate adoption.</p> <p>Trade Shows & Physical Marketing We actively participate in the industry's top national trade shows, including: - PWX (Public Works Expo) - World of Asphalt - PaveX - ConExpo</p> <p>In addition, we exhibit at dozens of regional shows every year. At each event, we will promote our Sourcwell award prominently with custom-designed product banners and marketing displays. Sourcwell-branded materials will be incorporated into booth setups and literature packets to raise visibility and educate visitors.</p> <p>Print & Digital Publications We advertise regularly in the leading industry publications, including: - North American Sweeper Magazine - Pavement Maintenance & Reconstruction - Paver Market Magazine</p> <p>See a reference to ODRA's feature cover article placements in North American Sweeper Magazine attached: ODRA-Sourcwell_RFP062425_Table4_IndustryMagazineFeaturedArticles.pdf</p> <p>These platforms reach a wide audience of public works departments, municipal buyers, contractors, and service professionals who are directly involved in equipment procurement. Our advertisements will feature clear Sourcwell messaging, contract details, and eligibility guidance.</p> <p>Website & Online Marketing We will add a dedicated Sourcwell Contract page to our website that: - Explains the benefits of cooperative purchasing - Details how to use our contract - Lists eligible agencies - Links to Sourcwell's own resources</p> <p>All of our product brochures, enhancement flyers, and promotional pieces will carry Sourcwell contract callouts. We will continue to grow our digital presence, especially on LinkedIn and Instagram, where our accounts have seen strong recent growth in both engagement and followers. These channels will be used to share contract announcements, success stories, customer testimonials, and educational content related to Sourcwell.</p> <p>Incentives & Engagement To drive early momentum, we will: - Provide performance-based incentives to factory and dealer sales reps who utilize the Sourcwell contract instead of traditional bid procurement. - Encourage and support dealer attendance at Sourcwell's regional trainings. - Participate in Sourcwell's annual H2O meetings and other cooperative purchasing events to ensure our team is aligned and present.</p> <p>We are committed to being a highly engaged, proactive partner in promoting the contract—both independently and in collaboration with Sourcwell's marketing team. See our marketing attachments for reference.</p> |
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| <p>38</p> | <p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p> | <p>We have placed increasing focus on direct factory-driven digital marketing and outreach, complementing the efforts of our dealer network. Our strategy includes a combination of CRM-driven data targeting, social engagement, SEO, and digital asset optimization.</p> <p>We also offer a parts portal (https://parts.odrasweeper.com) with full product breakdowns, diagrams, and a digital shopping cart experience.</p> <p>Social Media Growth & Paid Advertising We've seen strong growth across our key social channels: - Facebook: https://www.facebook.com/odraroadsweepers/ - Instagram: https://www.instagram.com/odra.sweepers/?hl=en - https://www.linkedin.com/company/odraroadsweepers/ - https://www.youtube.com/channel/UCx8zbG9JTMqicUljmU53Sug</p> <p>These channels are used to: - Announce product launches and contract updates - Promote trade show participation - Share safety and technical tips - Highlight customer success stories - Cross-promote with partner media presence</p> <p>In addition to organic social growth, we leverage heavy utilization of SEO and paid advertising campaigns on Meta (Facebook/Instagram), LinkedIn, and especially Google Ads to expand our digital reach, target new audiences, and drive qualified traffic to our website and dealer network.</p> <p>CRM & Targeted Marketing We use Pipedrive as our primary CRM platform. It allows us to: - Segment customers by region, industry type, and product interest - Run targeted email campaigns - Track engagement metrics for lead scoring and follow-up</p> <p>See our CRM dashboard snapshot for reference: ODRA-Sourcewell_RFP062425_Table4_ODRA-CRM-NationalDashboard.pdf</p> <p>Digital Communication Tools To support sales and service remotely, we use: - Microsoft Teams and Zoom for dealer training and webinars - WhatsApp and video/photo sharing tools for remote diagnostics and tech support.</p> <p>See our social media attachments for reference: ODRA-Sourcewell_RFP062425_Table4_ODRAWebsite-SocialMedia_samples.pdf</p> |
| <p>39</p> | <p>In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?</p> | <p>We view Sourcewell as a key educator and messenger for cooperative purchasing information targeted to eligible public agencies and educational institutions. Sourcewell's role in raising awareness about the legality, efficiency, and benefits of cooperative contracts is critical to widespread adoption.</p> <p>We believe frequent, consistent outreach by Sourcewell—through social media, newsletters, industry events, and webinars—will significantly improve the acceptance of awarded contracts. As a respected government agency, Sourcewell's communication carries more credibility with eligible members than direct solicitations from multiple suppliers.</p> <p>Our approach will be to fully integrate the awarded agreement into our sales process by always leading customers to purchase via the Sourcewell contract. Our sales team and dealers will be extensively trained to speak knowledgeably about the contract's features, benefits, and eligibility criteria.</p> <p>Many of our customers currently navigate complex sole source or three-bid processes to procure equipment. We will demonstrate how purchasing through Sourcewell offers a simpler, faster, and legally compliant alternative, highlighting the cost and administrative efficiencies gained.</p> |

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| 40 | <p>Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p> | <p>Our ODRA Customer and Dealer Portal (https://parts.odrasweeper.com/) provides comprehensive access to equipment parts, service manuals, and troubleshooting guides. Customers and dealers can use the portal to identify and order parts online through a digital shopping cart system.</p> <p>While the portal primarily supports parts ordering, it is also a valuable resource for customers and dealers to navigate product documentation and resolve technical issues efficiently.</p> <p>Currently, full sweeper purchases are generally handled through direct dealer or factory sales channels rather than online e-procurement. However, the portal's robust data and digital tools support a streamlined procurement process, providing all necessary technical information and parts ordering capabilities to complement the purchasing experience. Attached is a sample of the ODRA e-commerce site: ODRA-Sourcewell_RFP062425_Table4_E-CommercePortal-Sample.pdf</p> |
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Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

| Line Item | Question | Response * |
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| 41 | <p>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> | <p>All equipment deliveries are personally handled by our factory or dealer representatives to ensure a seamless experience. A mutually agreed-upon delivery date is scheduled to ensure that all personnel requiring training on the operation and maintenance of the sweeper are available.</p> <p>During delivery, we conduct a comprehensive walkaround of the sweeper, highlighting key features, benefits, safety protocols, maintenance procedures, and overall functionality. We also review the user manuals in detail and provide clear guidance on who to contact for troubleshooting, warranty service, general customer support, and spare parts.</p> <p>This initial training is provided at no cost and may be repeated at any time throughout the life of the sweeper. Should the customer or dealer require additional technical instruction, we are pleased to dispatch a factory technician to deliver further training—also free of charge. Attached is a sample of the operator manual, maintenance schedule, and registration information, chassis manuals, engine manuals, troubleshooting guides and technical information, including the following:</p> <ul style="list-style-type: none"> - ODRA-Sourcewell_RFP062425_Table5_ChassisMaintenanceSummary-CAN.pdf - ODRA-Sourcewell_RFP062425_Table5_ChassisMaintenanceSummary-USA.pdf - ODRA-Sourcewell_RFP062425_Table5_ISUZU-NRR_ChassisManual.pdf - ODRA-Sourcewell_RFP062425_Table5_KubotaEngine_OperatorManual.pdf - ODRA-Sourcewell_RFP062425_Table5_MaintenanceChart-MS5H.pdf - ODRA-Sourcewell_RFP062425_Table5_MaintenanceChart-MT4H.pdf - ODRA-Sourcewell_RFP062425_Table5_MS5H_OperatorManual.pdf - ODRA-Sourcewell_RFP062425_Table5_MS5H-ConventionalChassisSpec.pdf - ODRA-Sourcewell_RFP062425_Table5_MT4H_OperatorManual.pdf - ODRA-Sourcewell_RFP062425_Table5_MT4H-Cabover-ChassisSpec.pdf - ODRA-Sourcewell_RFP062425_Table5_MT4H-ConventionalChassis-Spec.pdf - ODRA-Sourcewell_RFP062425_Table5_ODRA-MT4H_Sweeper-Startup.pdf - ODRA-Sourcewell_RFP062425_Table5_SweeperRegistrationForm.pdf - ODRA-Sourcewell_RFP062425_Table5_TechnicalSpecifications-Sample.pdf - ODRA-Sourcewell_RFP062425_Table5_Troubleshooting-Guide.pdf |
| 42 | <p>Describe any technological advances that your proposed Solutions offer.</p> | <p>Our low ride height and center of gravity provide exceptional stability while maintaining full sweeping performance on a non-CDL chassis. With 84 greaseless bushings and chromed shafts, ODRA machines dramatically reduce maintenance labor—eliminating nearly all daily grease points.</p> <p>New single-acting hydraulic cylinders on the side brooms are fully sealed and breather-free, preventing dust intrusion that commonly leads to mechanical failure. The brooms also follow road contours and can be adjusted from inside the cab using proportional hydraulic valves, delivering cleaner results with less effort.</p> <p>We use 3D and 2D laser-cut parts and a “slot and tab” fabrication system to ensure perfect alignment, stronger welds, and superior long-term reliability. Our hoppers are constructed using aircraft-grade stainless-steel riveting rather than welding. This precision manufacturing process prevents corrosion and structural fatigue by eliminating heat distortion—extending the life of key components.</p> <p>These technologies are designed to reduce downtime, extend service life, and lower the total cost of ownership—making ODRA sweepers a high-value solution for Sourcewell members.</p> |

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| 43 | Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each. | ODRA offers employee recycling initiatives. We encourage our vendors, dealers, and customers to go paperless and to send information through e-delivery services when possible. We incorporate recycling programs in our manufacturing processes and utilize renewable energy in portions of our facilities. Our company works consistently across borders and does most of its administrative tasks in a paperless environment. In addition, all of our factory locations participate in recycling, safe disposal of hazardous liquids, engage in bottleless drinking water, use energy-efficient lighting, green standards for uniform care through Aramark and Canadian Linen, maintain expanding wildlife/waterfowl areas on ODRA property, use eco-friendly/animal-friendly ice melt and antifreeze for outdoor work areas and equipment testing. | * |
| 44 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | <p>ODRA Sweepers feature components that have various certifications in the promotion of efficiency and eco-labelling. The chassis component (Isuzu, Freightliner, GM-Chevy, Ford) used for our sweepers comply from factory with emissions labelling. The Kubota engine on our MT4H models is also clean-idle certified.</p> <p>See certification label samples attached: ODRA-Sourcewell_RFP062425_Table5_ODRA-EcoLabelsEPA.pdf</p> | * |
| 45 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | <p>ODRA has pioneered a high-growth market segment by successfully engineering and marketing a non-CDL, mid-size mechanical sweeper—establishing a proven design since 2006 that competitors are now trying to emulate.</p> <p>In-house financing and leasing options.</p> <p>ODRA has the unique capability as a manufacture selling direct to create parts in larger volumes and lower cost to end users. This keeps inventory levels high for both industry leading new machine lead times as well as plentiful parts quantities in the warehouse. We understand the high usage seasons and have designed production plans to far exceed any customers expectations.</p> <p>ODRA also supports Sourcewell members by accepting trade-ins on all complete sweepers, regardless of age, brand, or condition. We evaluate each trade-in fairly and flexibly, recognizing the value of helping agencies transition into newer, more efficient equipment with minimal disruption or administrative burden. Our trade-in program is designed to streamline procurement and make the upgrade process easier and more cost-effective for Sourcewell members.</p> | * |

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| <p>46</p> | <p>Describe in detail warranties offered, including if they cover all products, parts, labor, technician travel, and geographic regions covered.</p> | <p>ODRA warranties cover all products, parts, and labor for a period of 12 months from the date of delivery, protecting against defects in materials and workmanship—provided the equipment is operated in a normal and reasonable manner according to the operating instructions. During the warranty period, ODRA will repair or replace, at its discretion, any part deemed defective. All warranty work is performed free of charge by an authorized ODRA dealer.</p> <p>Our warranty also includes dealer travel time and mileage associated with warranty repairs, ensuring customers are not billed for service-related travel. In some cases, a local service agency may be engaged to complete repairs—again, at no cost to the customer for travel or labor.</p> <p>ODRA is equipped to provide warranty service across North America through our extensive network of chassis, engine, and full-service dealers, as well as direct factory support. Our machines are designed for simple, remote diagnostics via FaceTime, WhatsApp, or video conferencing, allowing us to quickly identify issues and coordinate repairs through the most appropriate service partner.</p> <p>ODRA provides warranty support for components manufactured by other OEMs. Whenever possible, our factory and authorized dealer technicians will perform warranty repairs directly to minimize downtime and provide convenience to the customer.</p> <p>OEM Components: The auxiliary engine and truck chassis are covered under their respective original equipment manufacturer (OEM) warranties. For these components, ODRA will coordinate with the OEM and determine on a case-by-case basis whether repairs should be completed by our technicians, an authorized dealer, or the OEM's service network.</p> <p>OEM Warranty Coverage Includes:</p> <p>Chassis (Isuzu): 3-year bumper-to-bumper warranty, plus an additional 2-year powertrain warranty.</p> <p>Auxiliary Engine (Kubota): 2-year parts and labor warranty, with an additional third year of parts-only coverage.</p> <p>ODRA Sweeper Module: Covered under ODRA's limited warranty for a period of 1 year from the date of equipment delivery. This includes parts and labor for defects in materials and workmanship under normal use.</p> <p>Our goal is to ensure that all components—regardless of manufacturer—are supported promptly and effectively, so that your equipment remains operational and reliable throughout its service life.</p> <p>See our warranty and service center information attached: <ul style="list-style-type: none"> - ODRA-Sourcewell_RFP062425_Table5_WarrantyService-Guidelines.pdf - ODRA-Sourcewell_RFP062425_Table5_WarrantySummary-MS5H.pdf - ODRA-Sourcewell_RFP062425_Table5_WarrantySummary-MT4H.pdf </p> |
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| <p>47</p> | <p>Describe any limitations, restrictions, or other factors that adversely affect warranty coverage, including any coverage for items made by other manufacturers such as chassis.</p> | <p>Our limited warranty is designed to provide robust coverage for defects in materials and workmanship under normal use. However, like most equipment warranties, certain limitations and exclusions apply to ensure appropriate use and maintenance of the machine. These limitations are not intended to adversely affect coverage but to protect the integrity and performance of the equipment. Specifically, our warranty does not apply to the following:</p> <p>Third-Party Components: Major components or trade accessories that are covered under a separate warranty by their original manufacturers—such as trucks, engines, hydraulic pumps and motors, tires, and batteries—are excluded from ODRA’s warranty coverage.</p> <p>Routine Maintenance and Adjustments: Normal service adjustments and maintenance tasks are considered part of regular equipment upkeep and are not covered under the warranty.</p> <p>Wear Items: Consumable parts that naturally degrade over time with use—including brooms, oils, fluids, filters, broom wire, shoe runners, rubber deflectors, and suction hoses—are excluded due to their expected wear characteristics.</p> <p>Improper Use: Failures that result from operating the machine in a manner or for a purpose not recommended by ODRA are not covered.</p> <p>Unauthorized Modifications: Repairs, alterations, or modifications made without ODRA’s express written consent—particularly those that, in our sole judgment, compromise the machine’s stability, operation, or original design—void the warranty.</p> <p>Misuse or Negligence: Any damage resulting from misuse, negligence, accidents, or improper maintenance practices is excluded from coverage.</p> <p>These provisions are standard across the industry and are in place to ensure the machine is used and maintained in a way that preserves its performance, safety, and longevity. We are committed to working closely with customers to ensure warranty claims are handled fairly and efficiently. *</p> <p>ODRA provides warranty support for components manufactured by other OEMs. Whenever possible, our factory and authorized dealer technicians will perform warranty repairs directly to minimize downtime and provide convenience to the customer.</p> <p>OEM Components: The auxiliary engine and truck chassis are covered under their respective original equipment manufacturer (OEM) warranties. For these components, ODRA will coordinate with the OEM and determine on a case-by-case basis whether repairs should be completed by our technicians, an authorized dealer, or the OEM’s service network.</p> <p>OEM Warranty Coverage Includes:</p> <p>Chassis (Isuzu): 3-year bumper-to-bumper warranty, plus an additional 2-year powertrain warranty.</p> <p>Auxiliary Engine (Kubota): 2-year parts and labor warranty, with an additional third year of parts-only coverage.</p> <p>ODRA Sweeper Module: Covered under ODRA’s limited warranty for a period of 1 year from the date of equipment delivery. This includes parts and labor for defects in materials and workmanship under normal use.</p> <p>Our goal is to ensure that all components—regardless of manufacturer—are supported promptly and effectively, so that your equipment remains operational and reliable throughout its service life.</p> |
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Table 5B: Value-Added Attributes

| Line Item | Question | Certification | Offered | Comment |
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| 48 | Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply. | | <input type="radio"/> Yes <input checked="" type="radio"/> No | We do not ask our dealers or suppliers to furnish this data. We know several of them have one or more of the certifications. We do not track this information at this time. |
| 49 | | Minority Business Enterprise (MBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | We do not ask our dealers or suppliers to furnish this data. We know several of them have one or more of the certifications. We do not track this information at this time. |
| 50 | | Women Business Enterprise (WBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | We do not ask our dealers or suppliers to furnish this data. We know several of them have one or more of the certifications. We do not track this information at this time. |
| 51 | | Disabled-Owned Business Enterprise (DOBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | We do not ask our dealers or suppliers to furnish this data. We know several of them have one or more of the certifications. We do not track this information at this time. |
| 52 | | Veteran-Owned Business Enterprise (VBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | We do not ask our dealers or suppliers to furnish this data. We know several of them have one or more of the certifications. We do not track this information at this time. |
| 53 | | Service-Disabled Veteran-Owned Business (SDVOB) | <input type="radio"/> Yes <input checked="" type="radio"/> No | We do not ask our dealers or suppliers to furnish this data. We know several of them have one or more of the certifications. We do not track this information at this time. |
| 54 | | Small Business Enterprise (SBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | We do not ask our dealers or suppliers to furnish this data. We know several of them have one or more of the certifications. We do not track this information at this time. |
| 55 | | Small Disadvantaged Business (SDB) | <input type="radio"/> Yes <input checked="" type="radio"/> No | We do not ask our dealers or suppliers to furnish this data. We know several of them have one or more of the certifications. We do not track this information at this time. |
| 56 | | Women-Owned Small Business (WOSB) | <input type="radio"/> Yes <input checked="" type="radio"/> No | We do not ask our dealers or suppliers to furnish this data. We know several of them have one or more of the certifications. We do not track this information at this time. |

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

| Line Item | Question | Response * |
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| 57 | Describe your payment terms and accepted payment methods. | ODRA's payment term is Net 30 and our acceptable payment methods are checks, ACH, and bank wires. We will train our dealers on the terms and conditions of the contract to include the payment terms and methods. We will let our dealers know they can offer an extended payment term beyond Net 30, and they can accept other payment methods if they choose. |

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| 58 | Describe any leasing or financing options available for use by educational or governmental entities. | <p>In addition to our dealer network and direct sales, ODRA offers a variety of factory-direct rental, lease, and financing programs tailored to meet the unique needs of municipal and government agencies. These options are designed to support purchasing flexibility by converting large capital expenditures into manageable operating expenses—ideal for agencies facing budgetary constraints or navigating fiscal cycles.</p> <p>Our in-house programs include municipal leases, track leases, and dollar buyout options with terms ranging from 3 to 7 years, as well as straight financing options with 1–7 year terms and deferred payment structures to align with fiscal year starts. All rental and lease arrangements are fully backed by ODRA's factory and service teams, ensuring the same high level of reliability, support, and performance as standard purchases.</p> | * |
| 59 | Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities. | <p>If awarded, we will modify our quote and sales acknowledgement forms to include our Sourcwell contract number as well as a placeholder for the Sourcwell member number.</p> <p>We have attached our current versions of each form:</p> <ul style="list-style-type: none"> - ODRA-Sourcwell_RFP062425_Table6_StandardQuoteTemplate - ODRA-Sourcwell_RFP062425_Table6_StandardSalesAcknowledgementTemplate | * |
| 60 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process? | <p>Yes, ODRA does accept the P-card and there is not an additional cost when it is used.</p> | * |
| 61 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | <p>The sweeper product and option pricing will be based on our submitted list price less a discount percentage. We will submit pricing in US dollars and in Canadian dollars. We reserve an option to request a surcharge in the future due to significant market fluctuations out of our control such as tariffs.</p> <p>Our service and maintenance parts will be priced at current list price less a discount percentage.</p> <p>We have included our US and Canadian price pages and the member discount schedule: Our service and maintenance parts will be priced at current list price less a discount percentage.</p> <p>We have included our US and Canadian price pages and the member discount schedule: <ul style="list-style-type: none"> - ODRA-Sourcwell_RFP062425_Table6_MS5H-PriceList-CAD_effective30June2025 - ODRA-Sourcwell_RFP062425_Table6_MS5H-PriceList-USD_effective30June2025 - ODRA-Sourcwell_RFP062425_Table6_MT4H-PriceList-CAD_effective30June2025 - ODRA-Sourcwell_RFP062425_Table6_MT4H-PriceList-USD_effective30June2025 - ODRA-Sourcwell_RFP062425_Table6_MS6.5L-PriceList-USD_effective30June2025 - ODRA-Sourcwell_RFP062425_Table6_MS6.5L-PriceList-CAD_effective30June2025 </p> | * |
| 62 | 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. | <p>Sweeper products and options will receive a 12% discount off our list price pages submitted with this proposal.</p> <p>Service and maintenance parts will receive a 5% discount on parts order directly through the ecommerce site.</p> | * |
| 63 | Describe any quantity or volume discounts or rebate programs that you offer. | <p>ODRA is proud to offer volume discounts for Street Sweeper orders in the following quantities:</p> <p>5-9 = 1% discount 10 and above = 2% discount</p> | * |

| | | | |
|----|---|--|---|
| 64 | Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “non-contracted items”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request. | <p>ODRA proposes to supply "sourced" or "open market" items—such as non-standard parts, third-party components, or auxiliary services—using a transparent and fair-cost methodology. These items will be offered at a pricing structure of:</p> <ol style="list-style-type: none"> 1. Parts and components: Cost plus 15–25%, depending on the item category and availability. 2. Third-party services (e.g., specialty labor, rentals, or logistics): Cost plus 10–15%. 3. Custom-sourced equipment or non-catalog items: Quoted on a case-by-case basis with clear cost breakdowns. <p>Where possible, we will source through our established supply chain to maintain quality and pricing consistency. For frequently requested non-catalog items, we may build a supplementary pricing list and apply a consistent markup structure in line with the awarded contract.</p> <p>Our approach reflects standard manufacturing industry markups for after-market or non-core products, ensuring members receive fair pricing without inflated margins. This method also enables Sourcewell members to benefit from our purchasing power and logistics infrastructure, even for items outside the main contract scope.</p> | * |
| 65 | 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>ODRA factory direct sweeper sales and service are priced completely to include in-service delivery install and operator training as agreed at the time of the solution discussion. Delivery from factory and local freight charges are a separate line item.</p> | * |
| 66 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | <p>The freight rate is an additional cost and is provided at the time a quote is submitted to the customer. ODRA has contracted with several shipping companies to deliver our product. We bid out each delivery and select the carrier that can provide the best rate and best delivery date combination acceptable to the customer. We do allow the customer to pickup the equipment at their expense if they choose. Regardless, if they pickup or we delivery, a delivery is not complete until our factory representative and local dealer have conducted the delivery training.</p> | * |
| 67 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | <p>Factory and possibly local standard freight charges will be added as line items with the configured product. We will work with the customer on minimizing additional charges if expedited freight is required. Delivery terms are usually discussed during the sales and quote process and agreed upon and noted in the final order to the factory. We utilize INCOTERMS whenever applicable. We have experience shipping sweepers world-wide utilizing 40' high cube intermodal containers and standard size trailers. We are experienced in assisting with importation and RIV (Registrar of Imported Vehicles) inspections. Our logistics team is adaptable and maintains current customs and transport requirements, as well as long-standing custom broker relationships. We are experienced in assisting with Canadian importation and RIV (Registrar of Imported Vehicles) inspections. We are very well versed with the import/export procedures between the US and Canada including the administration for US Customs/CBP and Canada Customs/CBSA including the administration for US Customs and the 72- hour notice upon export, RIV and Transport Canada, and RIV inspection locations.</p> | * |
| 68 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | <p>Our customers may come to our factory or to the local dealer and pick-up their sweeper and drive it directly off the lot to their destination. Customers may also benefit from a factory tour and sweeper operator training if desired.</p> | * |

| | | | |
|----|---|--|---|
| 69 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing. | <p>Our audit compliance process begins with comprehensive training for both our factory and dealer sales teams, emphasizing the critical importance of adhering to Sourcewell contract requirements. Sales personnel are trained to ensure that every quote, purchase order, order form, and invoice includes the appropriate Sourcewell contract and member numbers to maintain audit integrity.</p> <p>A factory sales representative will be directly involved in every transaction through the point of order entry. At this stage, a unique Sourcewell contract code must be entered, which enables accurate tracking and reporting. Our contract administrator will use this code to generate detailed sales and fee tracking reports in compliance with Sourcewell requirements.</p> <p>To support this process, we will maintain a dedicated portal for factory and dealer sales teams that contains all relevant contract documentation, including pricing, terms and conditions, and step-by-step procedures for demonstrations, quoting, and sales order entry.</p> | * |
| 70 | If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement. | Within our CRM system we are able to label and track all Sourcewell quotes and activities throughout the entire sales process. Once an order is received, it will show up on our dashboard in its own Sourcewell category. Our weekly sales meetings will enforce the promotion and successful implementation of our Sourcewell strategy. Revenue will be tracked and reviewed weekly by our sales management team. | * |
| 71 | Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement. | We propose a 1.5% fee calculated on the configured product total and not to include freight, set-up, predelivery inspection or additional customer requested training. | * |

Table 6B: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|-----------|--|---|
| 72 | The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies. | This pricing is our most competitive we can offer. Since we were awarded the Minnesota contract, pricing has significantly increased for chassis and materials. |

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

| Line Item | Question | Response * |
|-----------|---|---|
| 73 | Provide a detailed description of all the solutions offered, including used solutions if applicable, offered in the proposal. | <p>Product line:</p> <ol style="list-style-type: none"> MT4H – Isuzu, The non-CDL MT4H cabover is mounted on a Class 5, 19,500 GVWR, Isuzu chassis with 109" wheelbase for a 16' 5" turning radius. The chassis boast an air ride suspension for operator comfort and longer sweeper life. The chassis is powered by a 215hp, 452lb ft turbocharged diesel engine. The sweeper functions are powered by the 65hp (non-DEF) Kubota diesel engine. The sweeper path has a total of 114" for maximum productivity coupled with a 220 gallon water tank and 4 cubic yard hopper. All brooms are raised and lowered along with being driven by hydraulic power. The hopper can raise a maximum of 9,400lbs, 10' in the air and dump into a dump truck or receptacle by means of a multistage hydraulic cylinder. The elevator uses a hydraulic driven chain and squeegee design to lift the heaviest material into the hopper. With 12 water spray nozzles the MT4H is PM10 compliant. The hydraulic tank holds 30 gallons and the hydraulic pump produces an astonishing 32gpm for maximum torque. All hydraulic valves have a manual override for productivity and diagnosis. The electrical system on the sweeper body uses switches, fuses and relays for simple diagnosis and repairs. The light bar, flashing lights and camera system provide maximum visibility and safety. MT4H Gas chassis – Ford The non-CDL MT4H conventional cab is mounted |

on a Class 5, 19,000 GVWR, Ford chassis with 145" wheelbase for a 21' turning radius. The chassis boast an air ride suspension for operator comfort and longer sweeper life. The chassis is powered by a 215hp, 452lb ft turbocharged diesel engine. The sweeper functions are powered by the 65hp (non-DEF) Kubota diesel engine. The sweeper path has a total of 114" for maximum productivity coupled with a 220 gallon water tank and 4 cubic yard hopper. All brooms are raised and lowered along with being driven by hydraulic power. The hopper can raise a maximum of 9,400lbs, 10' in the air and dump into a dump truck or receptacle by means of a multistage hydraulic cylinder. The elevator uses a hydraulic driven chain and squeegee design to lift the heaviest material into the hopper. With 12 water spray nozzles the MT4H is PM10 compliant. The hydraulic tank holds 30 gallons and the hydraulic pump produces an astonishing 32gpm for maximum torque. All hydraulic valves have a manual override for productivity and diagnosis. The electrical system on the sweeper body uses switches, fuses and relays for simple diagnosis and repairs. The light bar, flashing lights and camera system provide maximum visibility and safety.

3. MT4H - GM The non-CDL MT4H cabover is mounted on a Class 5, 19,500 GVWR, Isuzu chassis with 109" wheelbase for a 16' 5" turning radius. The chassis boast an air ride suspension for operator comfort and longer sweeper life. The chassis is powered by a 215hp, 452lb ft turbocharged diesel engine. The sweeper functions are powered by the 65hp (non-DEF) Kubota diesel engine. The sweeper path has a total of 114" for maximum productivity coupled with a 220 gallon water tank and 4 cubic yard hopper. All brooms are raised and lowered along with being driven by hydraulic power. The hopper can raise a maximum of 9,400lbs, 10' in the air and dump into a dump truck or receptacle by means of a multistage hydraulic cylinder. The elevator uses a hydraulic driven chain and squeegee design to lift the heaviest material into the hopper. With 12 water spray nozzles the MT4H is PM10 compliant. The hydraulic tank holds 30 gallons and the hydraulic pump produces an astonishing 32gpm for maximum torque. All hydraulic valves have a manual override for productivity and diagnosis. The electrical system on the sweeper body uses switches, fuses and relays for simple diagnosis and repairs. The light bar, flashing lights and camera system provide maximum visibility and safety.

4. MS5H The non-CDL, MS5H conventional cab is mounted on a Class 6, 25,500 GVWR, Freightliner chassis with 145" wheelbase and 20.1' turning radius. The chassis has air ride suspension for operator comfort and longer sweeper life. The chassis and sweeper hydraulic system via PTO, are powered by an L9 Cummins, 300hp, 860lb ft diesel engine. The hopper can raise 11,000lbs of material 10' in the air and dump into a dump truck or receptacle by means of a multistage hydraulic cylinder. The elevator use a hydraulic driven chain and squeegee design to lift the heaviest material into the hopper. The sweeper path has a maximum path of 120" for maximum productivity coupled with a 360 gallon water tank and 5 cubic yard hopper. With 12 spray nozzles, the MS5H is PM10 compliant. The hydraulic tank holds 30 gallons and the hydraulic pump produces an astonishing 32gpm for maximum torque. All hydraulic valves have a manual override for productivity and diagnosis. The electrical system on the sweeper body uses switches, fuses and relays for simple diagnosis and repairs. The light bar, flashing lights and camera system provide maximum visibility and safety.

5. MS6.5L - Our non-CDL, MS6.5L conventional cab is mounted on a Class 6, 25,500 GVWR, Freightliner chassis with 160" wheelbase. The chassis has air ride suspension for operator comfort and longer sweeper life. The chassis and sweeper hydraulic system via PTO, are powered by an L9 Cummins, 300hp, 860lb ft diesel engine. The hopper tilts for ground-level low dumping. The elevator use a hydraulic driven chain and squeegee design to lift the heaviest material into the hopper. The sweeper path has a maximum path of 120" for maximum productivity coupled with a 360 gallon water tank and 5 cubic yard hopper. With 12 spray nozzles, the MS5H is PM10 compliant. The hydraulic tank holds 30 gallons and the hydraulic pump produces an astonishing 32gpm for maximum torque. All hydraulic valves have a manual override for productivity and diagnosis. The electrical system on the sweeper body uses switches, fuses and relays for simple diagnosis and repairs. The light bar, flashing lights and camera system provide maximum visibility and safety.

Solutions Line:

1. Equipment installs as a standard, no charge.
2. Refurbish program chassis with low hours and lots of life left can be reconditioned at one of our facilities.

| | | | |
|----|---|--|---|
| | | <p>3. Service Packages wide range of customizable options depending on model, hours of usage, environment and scope of services provided.</p> <p>4. Rentals</p> <p>5. Turnkey program bundles sweeper, service and parts. This is a great solution for municipalities that don't have the service support structure or capital budget for replacement.</p> <p>Please see our literature and specification documents included:</p> <p>ODRA-Sourcewell_RFP062425_Table7_MS5H-Freightliner-Conventional ODRA-Sourcewell_RFP062425_Table7_MS6.5L-Freightliner-Conventional ODRA-Sourcewell_RFP062425_Table7_MT4H-Cabover ODRA-Sourcewell_RFP062425_Table7_MT4H-Conventional-Gas</p> | |
| 74 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | The ODRA Road sweeper falls into the sub-categories of 1) commercial truck chassis mounted mechanical road sweepers, 2) non CDL chassis, 3) mid-sized, 4) street, sidewalk, parking lot sweeping and cleaning equipment, 5) Airport / Runway Sweepers | * |
| 75 | Detail any runway sweeping and cleaning equipment that is FAA compliant (such as Part 139, AC 150/5210 Foreign Object Debris, National Aerospace Standard 412). | Sweeper outfitted with poly gutter brooms is compliant. | * |
| 76 | Describe any service contract options or extended warranties offered with your proposal. | ODRA offers multiyear service contracts to municipalities as part of the full-service solution for ODRA sweeper customers. Our dealers may work directly with the customer and offer service contracts which they would negotiate pricing and terms and conditions with the customer. In addition to the extended warranties on the sweeper components for all our model sweepers. | * |
| | | Please see our full warranty coverage attached. | |

Table 7B: Depth and Breadth of Offered Solutions

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

| Line Item | Category or Type | Offered * | Comments | |
|-----------|---|--|---|---|
| 77 | Street sweeper | <input checked="" type="radio"/> Yes <input type="radio"/> No | Includes the MT4H Isuzu, MT4H Ford, MT4H GM, MS5H, MS6.5L | * |
| 78 | Sidewalk sweeper | <input checked="" type="radio"/> Yes <input type="radio"/> No | Includes the MT4H Isuzu, MT4H GM as the option for wider-bike and walking paths. | * |
| 79 | Parking lot sweepers | <input checked="" type="radio"/> Yes <input type="radio"/> No | Includes the MT4H Isuzu, MT4H Ford, MT4H GM, MS5H, MS6.5L | * |
| 80 | Runway sweeping and cleaning equipment | <input checked="" type="radio"/> Yes <input type="radio"/> No | Includes the MT4H Isuzu, MT4H Ford, MT4H GM, MS5H, MS6.5L | * |
| 81 | Litter, trash, and debris vacuums | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/A | * |
| 82 | Optional equipment, accessories, supplies and replacement or wear parts (complimentary to proposers offering in 77-81 above). | <input checked="" type="radio"/> Yes <input type="radio"/> No | Complimenting all of our sweeper models including the Includes the MT4H Isuzu, MT4H Ford, MT4H GM, MS5H, MS6.5L | * |
| 83 | Rental options (complimentary to proposers offering in 77-81 above) | <input checked="" type="radio"/> Yes <input type="radio"/> No | Includes the MT4H Isuzu, MT4H Ford, MT4H GM, MS5H, MS6.5L | * |

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 84. NOTICE: To identify any exception, or to request any modification, to Sourcwell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Master Agreement.

| Do you have exceptions or modifications to propose? | Acknowledgement * |
|---|--|
| | <input type="radio"/> Yes <input checked="" type="radio"/> No |

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - ODRA-Sourcwell_RFP062425_Table6_Pricing.zip - Tuesday June 24, 2025 14:09:19
 - [Financial Strength and Stability](#) - ODRA-Sourcwell_RFP062425_Table2_Financials.zip - Tuesday June 24, 2025 14:31:48
 - [Marketing Plan/Samples](#) - ODRA-Sourcwell_RFP062425_Table4_MarketingPlan-Samples.zip - Tuesday June 24, 2025 14:06:21
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - ODRA-Sourcwell_RFP062425_Table6_StandardTemplates.zip - Tuesday June 24, 2025 14:10:32
 - [Upload Additional Document](#) - ODRA-Sourcwell_RFP062425_AdditionalDocuments.zip - Tuesday June 24, 2025 14:12:50
 - Requested Exceptions (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

Yes No

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

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

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|--|--|-------|
| Addendum_2_RFP_062425_Street_and_Specialty_Sweepers Tue May 27 2025 04:08 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_1_RFP_062425_Street_and_Specialty_Sweepers Thu May 8 2025 04:14 PM | <input checked="" type="checkbox"/> | 1 |

**AMENDMENT #1
TO
MASTER AGREEMENT # 062425-ODRA**

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **ODRA, LLC dba ODRA Road Sweepers** (Supplier).

Sourcewell awarded a Master Agreement (062425-ODRA) to Supplier to provide Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies (Agreement).

Supplier requests clarification of certain terms within the Agreement.

NOW, THEREFORE, the parties amend the Agreement as follows:

Table 6A: Pricing, Line Item 62 of the Proposal is modified to delete the Response in its entirety and replace it with:

Sweeper products will receive a 12% discount and options will receive a 2% discount off our list price pages of the Proposal. Service and maintenance parts will receive a 5% discount on parts ordered directly through the ecommerce site. See our discount schedule.

Except as amended, the Agreement remains in full force and effect.

Sou Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Chief Operating and Procurement Officer

OD Signed by:

C0BEF2A554B741C...
By: _____
Alex Byczynski
Vice President
oad Sweepers

Date: 11/28/2025 | 11:14 AM CST

Date: 11/26/2025 | 1:59 PM CST