

**Form C**

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,  
AND SOLUTIONS REQUEST**

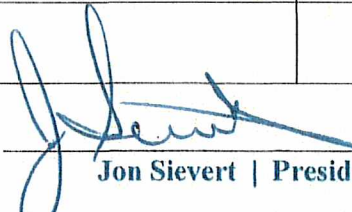


Company Name: **Henderson Products Inc**

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

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS

Proposer's Signature: \_\_\_\_\_

  
**Jon Sievert | President**

Date: **August 6, 2018**

**Sourcewell's clarification on exceptions listed above:**

No exceptions noted.



**FORM D**

**Contract Award**  
**RFP #080818**



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

**SNOW AND ICE HANDLING EQUIPMENT, SUPPLIES, AND ACCESSORIES**

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

Company Name: **Henderson Products Inc**

Date: **August 6, 2018**

Company Address: **1085 South 3<sup>rd</sup> Street**

City: **Manchester**

State: **IA**

Zip: **52057**

CAGE Code/DUNS: **CAGE: 1MRQ9 DUNS: 068407266**

Contact Person: **Jon Sievert**

Title: **President**

Authorized Signature: \_\_\_\_\_

**Jon Sievert | President**

**FORM E**

**CONTRACT ACCEPTANCE AND AWARD**



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

Sourcewell Contract #: 080818-HPI

Proposer's full legal name: Henderson Products Inc.

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

The effective date of the Contract will be October 29, 2018 and will expire on October 29, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

**Sourcewell Authorized Signatures:**

*Jeremy Schwartz*

70144B620E604E3...

SOURCEWELL DIRECTOR OF OPERATIONS AND  
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

DocuSigned by:

*Chad Coquette*

3F78ED2BA54744B

SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette  
(NAME PRINTED OR TYPED)

Awarded on October 22, 2018

Sourcewell Contract # 080818-HPI

**Vendor Authorized Signatures:**

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

Vendor Name HENDERSON PRODUCTS INC.

Authorized Signatory's Title DIRECTOR OF FINANCE

*David Westergaard*

VENDOR AUTHORIZED SIGNATURE

DAVID WESTERGAARD

(NAME PRINTED OR TYPED)

Executed on OCT. 29, 2018

Sourcewell Contract # 080818-HPI





**Form F**

**PROPOSER ASSURANCE OF COMPLIANCE**

**Proposal Affidavit Signature Page**

**PROPOSER'S AFFIDAVIT**

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

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

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

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

Company Name: \_\_\_\_\_

**Henderson Products Inc**

Address: **1085 South 3<sup>rd</sup> Street**

City/State/Zip: **Manchester, IA 52057**

Telephone Number: **tollfree: 800-359-4970 direct: 563-927-2828**

E-mail Address: **jsievert@hendersonproducts.com**

Authorized Signature: \_\_\_\_\_

Authorized Name (printed): **Jon Sievert**

Title: **President**

Date: **August 6, 2018**

Notarized

Subscribed and sworn to before me this **6th** day of **August**, 2018

Notary Public in and for the County of **Delaware** State of **Iowa**

My commission expires: **12/24/2019**

Signature: **Dawn M Moorman**

**Form F\_Proposer Assurance of Compliance**



## **Form P**

### **PROPOSER QUESTIONNAIRE**

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

Proposer Name: **Henderson Products Inc**

Questionnaire completed by: **Glenn Beck | VP Sales**

#### **Payment Terms and Financing Options**

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

**Cash in Advance or net 30 days after shipment of product or completed truck**

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?.

**Henderson does not have a leasing program. However, Henderson will consider Sourcewell members with financing requirements outside our normally offered terms and conditions.**

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

**Sourcewell Members will be provided a quote from the Sourcewell contract. The Sourcewell Member will issue purchase order directly to Henderson or an authorized Henderson dealer trained to sell the Sourcewell contract. Henderson will process PO from either Sourcewell Member or Dealer into a Customer Order. A line item on the Customer Order will indicate the order is related to the Sourcewell contract. Product and upfitting services will be invoiced when products or completed trucks are shipped. All purchase orders, customer orders and invoices are recorded in a Sourcewell Sales Report to track sales activity and administration fees. All documents are retained for audit purposes. Please refer to EXHIBIT F Form P Q#3 Order Process Flowchart.**

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

**Henderson does accept P-card and credit card payments for small purchases classified as \$2,000 or less per total order. Large purchases classified as greater than \$2,000 per total order require check or money order.**

#### **Warranty**

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

- Do your warranties cover all products, parts, and labor?

**Henderson warrants its products to be free from defects in material or workmanship for a period of 12 months after delivery to the original user or 18 months after factory invoice, whichever occurs first.**

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?



**Product will be covered under warranty for 12 months from the date it is put into service.**

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

**YES**

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?

**Henderson will provide warranty coverage/service across the United States and Canada**

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

**YES**

- What are your proposed exchange and return programs and policies?

**The customer is required to contact our Technical Services & Warranty department at 1-800-359-4970 to obtain an RGA (Returned Goods Authorization) form. All products or parts authorized for return must have the RGA number on all shipping documents and parts labels. Returned parts are evaluated by the Technical Services & Warranty department as to their disposition. Credit will be issued to the customer within 10 business days of receipt of returned product or parts if defect or reason for return is deemed within the warranty policy.**

Please refer to [Exhibit G.1 Henderson Warranty Policy](#)

Please refer to [Exhibit G.2 Henderson Warranty Procedure including RGA \(Returned Goods Authorization\)](#)

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

**Henderson does not offer service contract options at this time; however a service contract program is under consideration. When Henderson adopts a service contract program, a PnP will be submitted to Sourcewell.**

**Pricing, Delivery, Audits, and Administrative Fee**

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

**Henderson Products is providing municipal snow and ice control application and maintenance equipment. Products and services include dump bodies, snowplows, combination bodies, aggregate spreaders, liquid application products, wing systems, installation/upfitting services. Henderson is also offering complete turnkey packages including the chassis.**

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

**The submitted [Henderson Turnkey Package Pricing workbook](#) shows the Sourcewell members discounted price for the each full turnkey package.**

**The submitted [Henderson Products and Services price list](#) will be discounted by 10% to the Sourcewell member. Additional discounts may be considered for volume orders.**



Henderson Products' sales team and dealers use a quote configurator to price customized features and options for Henderson snow and ice products and services to meet their customer's needs. We are able to offer an extensive list of dimensions, material and options through this configurator. Dependencies are built into our configurator tool to ensure compatibility with the materials and options they select. The price list we are providing does not include these dependencies; however, shows pricing for each of the identified features and options for Sourcewell documentation.

Any feature or option requested by a Sourcewell Member that is not depicted on these pricing pages is considered non-standard options. These requests will be valued utilizing the 'cost plus a percentage' pricing methodology.

Henderson Products Inc considers Sourced Products/Services (or Open Market Goods) as unique whole goods products or services that are not offered anywhere within the Henderson catalog of products or services. Examples of such goods and services and are not limited to are: hooklifts, aluminum dump body, side-dump dump body, cameras, lighting systems, and hydraulic systems. Requests for pricing of these Sourced Products/Services will require quotes from suppliers and pricing to Sourcewell Member will be valued utilizing the 'cost plus a percentage' pricing methodology.

Henderson Products Inc partners with States (Department of Transportation, Highway Administrations, Turnpikes and Offices of General Services) adopting ancillary contracts to Henderson's Sourcewell contract to provide sole source of products and services. Due to the distinctive nature of State-related product and service specifications, Henderson designs and engineers products to meet their specifications. Pricing is valued utilizing the 'cost plus a percentage' pricing methodology.

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

**The submitted Henderson Turnkey Package price list shows the Sourcewell members discounted price for the each full turnkey package.**

**The submitted Henderson Products and Services price list will be discounted by 10% to the Sourcewell member. Additional discounts may be considered for volume orders.**

10) The pricing offered in this proposal is

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

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

**Fleets such as departments of transportation and other municipal agencies may qualify for an additional discount based on volume purchases.**

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.



**Henderson Products Inc considers Sourced Products/Services (or Open Market Goods) as unique whole goods products or services that are not offered anywhere within the Henderson catalog of products or services. Examples of such goods and services, and are not limited to, include: hooklifts, aluminum dump body, side-dump dump body, cameras, lighting systems, and hydraulic systems. Requests for pricing of these Sourced Products/Services will require quotes from suppliers and pricing to Sourcewell Member will be valued utilizing the ‘cost plus a percentage’ pricing methodology.**

**Any feature or option requested by a Sourcewell Member that is not depicted on our pricing pages is considered non-standard options. These requests will be valued utilizing the ‘cost plus a percentage’ pricing methodology.**

**Henderson Products Inc partners with States (Department of Transportation, Highway Administrations, Turnpikes and Offices of General Services) adopting ancillary contracts to Henderson’s Sourcewell contract to provide sole source of products and services. Due to the distinctive nature of State-related product and service specifications, Henderson designs and engineers products to meet their specifications. Pricing is valued utilizing the ‘cost plus a percentage’ pricing methodology.**

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

**Not applicable**

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

**Freight is not included in any of our pricing. There are many options available to the customer such as; customer pick up, completed product or truck delivery to a customer, and customer supplied freight carrier account. Henderson will provide a freight cost quote to destination if required by the Sourcewell member.**

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

**There are many options available to the customer such as; customer pick up, completed product or truck delivery to a customer, and customer supplied freight carrier account.**

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

**Henderson has negotiated industry best rates with all of our carriers. We use state-of-the-art methods to schedule and track shipments. Henderson also offers drive-away services for completed truck equipment installations on chassis.**

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

**All Sourcewell Members will be provided a quote utilizing the Sourcewell contract. Our pricing model is based on configured products; therefore, the initial creation of a quote will indicate the quote is selected from the Sourcewell contract and will include the Sourcewell Member number. All quotes containing this information that generate Sourcewell Member purchase orders are assigned a file folder number and recorded in an excel workbook titled Sourcewell Sales and managed by the Contract Administration team. Documentation related to quotes, purchase orders, customer orders and invoices are gathered and recorded by the Contract Administration team. When an order is invoiced, the Sourcewell Sales report is updated and the applicable Sourcewell administrative fee is calculated. The Sourcewell Sales report is the foundation for the Sourcewell quarterly Vendor Report and the remittance of the quarterly administration fees. All documentation is filed by**



the assigned file folder number and retained for audit purposes and is the responsibility of the Contract Administration team.

- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

**Henderson's proposed administrative fee of 2% applies for all products and services as depicted on the Henderson Products and Services Price List. In addition, Henderson will pay the 2% administrative fee for all products and services sold and identified as Sourced Market, Non Standard Features and Options, as well as State-Specific products sold on ancillary State contracts adopting the Henderson Sourcewell contract.**

**Sourcewell will be paid \$1000 for each chassis and must be sold with Henderson base equipment as identified on the Henderson Turnkey Package Price List. Any additional "Henderson products and services" selected with a chassis sale, above and beyond the stated base models, are subject to the 2% administration fee as described in the above paragraph.**

### **Industry-Specific Questions**

- 19) Describe the features of your proposed solution(s) that address serviceability (parts availability, maintenance, repairs, support, etc.) and which you believe are "vendor differentiators."

**Henderson utilizes six (6) strategically located Installation and Distribution Centers (IDC) that provide service and parts support. An extensive parts inventory is maintained at each location. Technical support is provided both on-line and by our toll-free number (800-359-4970). Henderson integrates into each installation, the Henderson "Power Plus" power distribution panel to simplify and standardize installation wiring for ease of identification when troubleshooting lighting, control circuits and other electronic accessories. Field service and repair support is provided by our Installation and Distribution Centers or Henderson dealer depending on customer location.**

- 20) Describe any manufacturing processes or material specification attributes that differentiate your offered solutions.

**Henderson provides an integrated turnkey solution specializing in the design, manufacture and up-fit of multi-purpose equipment for heavy duty work trucks utilized in snow and ice control operations. Henderson is unique in that it designs and manufactures the bodies, plows, wing systems, spreaders and liquid application equipment it installs on the chassis. More than 1000 chassis per year are upfit at Henderson's six (6) installation locations. Henderson has design and continuous improvement engineering staff located at our Installation Centers and Manufacturing Plant to provide a high quality, engineered-to-chassis equipment product and installation. Henderson has developed strong strategic relationships with our key industry suppliers and chassis OEM partners to improve equipment and installation integration and lead-times. Henderson has strived to improve it's lead-times for both stand alone equipment and completed chassis turnkey to less than 60 days.**

- 21) State the extent to which the solutions that you propose are compliant with standards or requirements in the US, Canada, and/or applicable in the various states and provinces. Identify all related certifications or Accreditations.

**Henderson is a long term NTEA (since 1988) and NTEA MVP member. As an MVP member, Henderson must have 20% or more of our employees certified in welding, installations, machine operations, and hydraulic/electrical installation/repairs. Henderson is registered with the NHTSA**



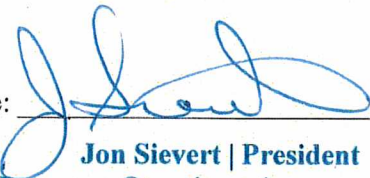
**(National Highway Traffic Safety Administration) and provides certification documentation by chassis Vin number as a final stage manufacturer.**

22) Provide any market data or research supporting the longevity or reliability of your proposed solutions.

**Henderson continues to innovate our products. Testimony to the longevity and reliability of our products would be larger fleet customers that have long term purchase through renewal of long term contracts; customers include: Virginia DOT, Maryland State Highway, Kansas Turnpike, Colorado DOT, Missouri DOT, Utah DOT and West Virginia State Highway.**

**Henderson was the first company to manufacture stainless steel dump bodies on a production basis. Corrosion is a major issue on equipment in a snow and ice control application. Stainless Steel prevents corrosion and increases the longevity of bodies on chassis used in a snow and ice control application. Stainless Steel is now utilized in more than 50% of Henderson dump and combination bodies.**

Signature: \_\_\_\_\_



**Jon Sievert | President**

Date: **August 6, 2018**

**Form P\_Proposer Questionnaire**

**AMENDMENT  
TO  
CONTRACT #080818-HPI**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Henderson Products Inc.** (Vendor).

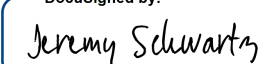
Sourcewell awarded a contract to Vendor to provide Snow and Ice Handling Equipment, Supplies, and Accessories, to Sourcewell and its Participating Entities, effective October 29, 2018, through October 29, 2022 (Contract).

Based on the validated needs and requests of Sourcewell Participating Entities, the parties agree to extend the Contract for one additional year with a new expiration date of October 29, 2024.

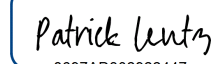
The Contract will not be extended for additional time and during the term of this extension Sourcewell will no longer market the contract.

Except as amended by this Amendment, the Original Contract remains in full force and effect.

**Sourcewell**

DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz, Chief Procurement Officer  
Date: 8/10/2023 | 3:25 PM CDT

**Henderson Products Inc.**

DocuSigned by:  
  
By: 8697AD302922447...  
Patrick Lentz  
Title: Director of Finance (officer)  
Date: 8/11/2023 | 3:21 PM CDT

Approved:  
  
By: 48BAF71B0894454...  
Chad Coauette, Chief Executive Officer  
Date: 8/12/2023 | 9:30 AM CDT