



Solicitation Number: RFP#052919

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Henderson Products Inc, 1085 South 3rd Street, Manchester, IA 52057 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires July 17, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

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

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

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

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

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

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

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

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

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

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

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

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

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

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

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

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

14. INTELLECTUAL PROPERTY

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

15. PUBLICITY, MARKETING, AND ENDORSEMENT

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

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

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

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

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

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

Minimum limits:

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

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

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

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

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

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

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

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

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

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

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

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

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

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

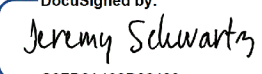
K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits,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

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

24. CANCELLATION

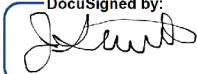
Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract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

Sourcewell

DocuSigned by:
By: 
C0FD2A139D06489...
Jeremy Schwartz

Title: Director of Operations &
Procurement/CPO
Date: 7/16/2019 | 1:46 PM CDT

Henderson Products Inc

DocuSigned by:
By: 
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JON SIEVERT

Title: President
Date: 7/23/2019 | 11:54 AM CDT

Approved:

DocuSigned by:
By: 
7E42B8F817A64CC...
Chad Coauette

Title: Executive Director/CEO
Date: 7/16/2019 | 1:46 PM CDT

RFP#052919 - Salt, Brine, Anti-icing, or De-icing Agents, and Brine Production and Storage Systems

Vendor Details

Company Name: HENDERSON PRODUCTS INC
1085 SOUTH 3RD STREET SOUTH
Address: MANCHESTER, IOWA 52057
Contact: JANET TOBIN
Email: JTOBIN@HENDERSONPRODUCTS.COM
Phone: 563-927-7267
Fax: 563-927-2521
HST#: 27-1184835

Submission Details

Created On: Friday April 26, 2019 12:55:15
Submitted On: Tuesday May 28, 2019 16:49:46
Submitted By: JANET TOBIN
Email: JTOBIN@HENDERSONPRODUCTS.COM
Transaction #: edd9d711-b9b2-4766-8a46-7c159fd0b93c
Submitter's IP Address: 69.66.204.209

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Henderson Products Inc
2	Proposer Address:	1085 South 3rd Street Manchester, IA 52057
3	Proposer website address:	www.hendersonproducts.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Jon Sievert President 1085 South 3rd Street Manchester, IA 52057 jsievert@hendersonproducts.com 563-927-7131 cell: 414-640-5824
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Janet Tobin Contract Administrator 1085 South 3rd Street Manchester, IA 52057 jtobin@hendersonproducts.com 563-927-7267
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Glenn Beck Vice President Sales 1085 South 3rd Street Manchester, IA 52057 gbeck@hendersonproducts.com 563-927-7214 cell: 570-362-0955 Adam Ryan Director of Marketing 1085 South 3rd Street Manchester, IA 52057 aryan@hendersonproducts.com 563-927-7128

Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Henderson Products, Inc. is North America's leading manufacturer and upfitter of heavy-duty municipal snow and ice work truck equipment.</p> <p>Our products are used by an array of customers including state departments of transportation, cities, counties, townships and other governmental agencies. As a custom manufacturer, we have the unique ability to meet any application and equipment specification our customers require. With six installation and service locations, Henderson Products Inc ensures our customers the most complete snow and ice fighting solutions and service available.</p> <p>In 1946, Henderson Manufacturing was founded by Ollie Henderson in Cedar Rapids, IA to manufacture agricultural attachments and spreading equipment. Ollie moved Henderson Manufacturing to Manchester, IA in 1958. Today, our products include a wide range of innovative dump bodies, snow plows, sand & salt spreaders, anti-ice systems, pre-wetting systems and combination bodies for heavy-duty trucks, as well as state-of-the-art brine production and management equipment. All of our products are produced in our 175,000 sq. ft. facility located in Manchester IA. Unlike most manufacturers, Henderson offers many custom features and benefits in each product category that improve user convenience and safety. Henderson's commitment to customers has earned it the reputation as "The Dependable Ones".</p> <p>Regional preferences are taken into account so that performance, desired features and all necessary functions are satisfied for each customer. This level of customer commitment has helped position Henderson as a preferred source and recognized complete solution supplier of snow and ice control equipment. We are proud that Henderson has the unique capability to offer integrated solutions for our customer's municipal snow and ice control work truck requirements.</p> <p>Henderson is proud to be a part of Douglas Dynamics, North America's premier manufacturer of vehicle attachments and equipment and home to the most trusted brands in the industry. For more than 65 years, the Company has been innovating products that not only enable people to perform their jobs more efficiently and effectively, but also enable businesses to increase profitability. For more on investor relations, see NYSE: PLOW. For further information related to Douglas Dynamics and Henderson Products Inc, please refer to the following powerpoint presentations.</p> <ul style="list-style-type: none"> • EXHIBIT A.1 Douglas Dynamics Company History • EXHIBIT A.2 Henderson Products Inc Company History

8	Provide a detailed description of the products and services that you are offering in your proposal.	<p>Exhibit A.2 provides images of representative products and components Henderson Products Inc plans to offer through Sourcewell. Henderson Products Inc is the only company able to offer Sourcewell members with a complete line of truck mounted equipment, installation turnkey packages, aftermarket support, as well as a complete line of brine making equipment, truck fill stations, onsite installation, setup, aftermarket support, and service packages. On top of that, Henderson Products is able to work with our suppliers to offer members tanks for storing brine and micronutrients, as well as a structure to house the brine making capital equipment. Along with an innovative and industry exclusive BrineXtreme Infinity product with AutoClean™ Technology, it is available for fixed installation or an industry exclusive mobile solution.</p> <p>Henderson Products Inc is able to offer customers complete aftermarket support from parts and maintenance plans, to service packages complete with remote support by utilizing cellular gateways to minimize customer downtime. As the Original Equipment Manufacturer, we are able to offer OEM parts and support. These OEM parts and support materials are available through our direct marketing sales force as well as our complimenting dealer channel which provides Henderson Products Inc with a nationwide footprint.</p> <p>Henderson Products Inc offer the BrineXtreme family of brine makers, capable of meeting customer requirements in several market segments including market entry with our BrinePro 2000 popular also with contractors and education entities. The BrineXtreme Advantage provides additional capacity in a configurable package suited for individual municipalities. Our industry exclusive BrineXtreme Infinity with AutoClean™ Technology is capable of continuous brine making for large municipalities, which is also available in a mobile solution for agencies which may share capital expenditures. Henderson Products Inc offers different solutions for transferring the brine solution to a truck or trailer for application, including combination brine making controls capable of stack blending and real-time blending for the most accurate batches across different size of equipment and tank capacities. Henderson Products Inc recognizes brine making equipment is a valuable asset and to protect this during use, and especially during the off-season, Henderson Products Inc offers structures which can house the brine maker year-round. Tanks for storing brine product solution and micro blends are also available as contract offerings. Non-contract offerings expand our available products, available on an individual basis, including site-specific installation.</p>
9	What are your company's expectations in the event of an award?	Our expectations are to demonstrate a commitment to fully embrace all terms and conditions of the Sourcewell contract and meet and/or exceed the current and future needs and requirements of Sourcewell members; to deliver responsive and responsible solutions with best overall quality and selection of equipment/products and services.
10	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.	<p>Henderson has been in business for over 60 years. In each of the past 3 years we have averaged over \$99M in sales with EBITDA of \$10M or greater. We employ over 400 employees across 7 locations. Henderson is 100% owned by Douglas Dynamics, LLC which is 100% owned by Douglas Dynamics, Inc. Douglas Dynamics is listed on the New York Stock Exchange under PLOW. For more details please see:</p> <ul style="list-style-type: none"> • Financial Strength: EXHIBIT B.1 Douglas Dynamic 2018 Annual Report • Ownership: EXHIBIT B.2 Douglas Dynamics Legal Entities • Brand History: http://www.hendersonproducts.com
11	What is your US market share for the solutions that you are proposing?	Unfortunately market share is not reported and made available to manufactures in the snow and ice control space. Sourcewell may consider assisting vendors with aggregated data as a means of providing value in the form of market performance. Regardless, Henderson Products Inc utilizes different market analysis reports and believes our product market share is near 20% by sales dollars in the Municipal Snow and Ice control, including all product categories, less truck chassis.
12	What is your Canadian market share, if any?	Unfortunately market share is not reported and made available to manufactures in the snow and ice control space. Sourcewell may consider assisting vendors with aggregated data as a means of providing value in the form of market performance. Regardless, Henderson Products Inc utilizes different market analysis reports and believes our product market share is near 20% by sales dollars in the Municipal Snow and Ice control, including all product categories, less truck chassis.
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Douglas Dynamics, Inc.(owner) nor Henderson Products Inc have never petitioned for bankruptcy protection.
14	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>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?</p> <p>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.</p> <p>(b) Henderson Products Inc manufactures products dedicated for the municipal snow and ice control industry. Henderson utilizes six (6) installation distribution centers in as many states, as well as over 50 dealers to cover the remainder of the key snow and ice areas of the United States and Canada.</p> <p>Henderson also utilizes account manager positions aligned with each of the six facilities to coordinate sales and customer satisfaction for aftermarket support. There are additional resources focused solely on brine equipment sales with an aligned one-to-one relationship with a technical support specialist providing installation and service support. All of these direct go-to-market resources are employed by and managed directly by Henderson Products Inc. Our partnering dealers and their employees are managed independently.</p>

15	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.	Henderson Products Inc maintains a corporate office and manufacturing facility in Manchester IA. We also have six installation facilities in the following states: Iowa, Illinois, Missouri, Ohio, New Jersey and New York. All filings with each state's Offices of Taxation and Secretary of State are in order. In states where Henderson is the Primary state contract owner (Delaware and Virginia), vendor registrations and/or certificates to do business are provided on Exhibit C.1 for Delaware and Exhibit C.2 for Virginia.
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	None
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Henderson Products Inc is proposing a complete solution package, and the individual components which include: 1. Brine Makers 2. Brine Maker Mobile Trailer 3. Brine Transfer Stations (capable of filling tanks and/or trucks) 4. Brine solution tanks (micro nutrients and blended solutions) 5. Brine equipment protective structures 6. Brine Solution Services – contractual agreements

Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Better Roads – Top Rollout Award 2013: In recognition of the risk and reward of introducing new products to highway professionals. U.S. Department of Labor, Office of Apprenticeship 2018 – Registered Apprenticeship Program with West Delaware Community School District of Manchester, Iowa. Iowa Department of Education – Opportunities in Advanced Manufacturing 2018: Iowa Career Pathways Henderson Products, Inc. President Jon Sievert is currently serving as Second Vice-Chairman on NTEA Board of Trustees Landscape and Irrigation Magazine - SnowEx Brine Pro™ won the New Product Award, lauded for its innovation, marketability and application within all fields.
19	What percentage of your sales are to the governmental sector in the past three years	Henderson sales to government sectors is 90% of total sales.
20	What percentage of your sales are to the education sector in the past three years	Approaching 10% as a rough estimate. Because SnowEx sells much of their products through independent dealers we are not privy to their data for this sector – though we suspect it is significant. Fortunately, due to customized factory installation and training for the SnowEx Brine Pro™ 2000 we are aware of several current education users of our brine makers: Duke University, Carnegie Mellon University, Penn State, Washtenaw Community College, University of WI at Milwaukee, Town of Vernon Public Schools.
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	1. Alaska – Bob's Service (dealer) primary contract holder Henderson 3 year total = \$8.1 million 2. California – Henderson primary contract holder Henderson 3 year total = \$1.2 million 3. Colorado – Auto Truck (dealer) primary contract holder Henderson 3 year total = \$19.4 million 4. Delaware – Henderson primary contract holder Henderson 3 year total = \$1.8 million 5. Iowa – Henderson primary contract holder Henderson 3 year total = \$1.4 million 6. Kansas – Summit (dealer) primary contract holder Henderson 3 year total = \$1.8 million 7. Maryland – Chassis dealers primary contract holders Henderson 3 year total = \$6.3 million 8. Missouri – Chassis dealers primary contract holders Henderson 3 year total = \$6.3 million 9. New Jersey Turnpike – Hunter Truck primary contract holder Henderson 3 year total = \$5.1 million 10. New York – Henderson primary contract holder Henderson 3 year total = \$0.8 million 11. Ohio – Henderson primary contract holder Henderson 3 year total = \$0.6 million 12. Utah – Semi Service (dealer) primary contract holder Henderson 3 year total = \$3.3 million 13. Virginia – Henderson primary contract holder Henderson 3 year total = \$14.6 million 14. West Virginia – Ace Truck (dealer) primary contract holder Henderson 3 year total = \$4.4 million 15. Wyoming – Henderson primary contract holder Henderson 3 year total = \$1.0 million
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Henderson does not hold any GSA contracts.

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *	
District 1 ODOT	Contact Name Ryan Noll	937-478-7496	*
Fort Collins, CO	Larry Schneider	970-221-6755	*
City of West Des Moines	Kevin Hensley Bret Hodne	515-273-0637 515-222-3536	*
Hantho Outdoor Services	Charles Glossop	612-363-5553	
David J Frank Landscape Contracting Inc.	Brad Frank	262-255-4888	

Top Five Government, Education or Non-profit Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Auto Truck (dealer) is primary contract holder	Government	Colorado - CO	Complete turnkey packages	average truck package \$100,000	Henderson total sales revenue for last 3 years \$19.4 million	*
Bob's Service (dealer) is primary contract holder	Government	Alaska - AK	Complete turnkey packages	average truck package \$80,000	Henderson total sales revenue for last 3 years \$8.1 million	*
Ace Truck (dealer) is primary contract holder	Government	West Virginia - WV	Complete turnkey packages and individual equipment contracts	average truck package \$97,000	Henderson total sales revenue for last 3 years \$4.4 million	*
Various districts in Virginia (Henderson primary contract holder)	Government	Virginia - VA	Spreaders, Brine Equipment and Snowplows	average sale \$30,000	Henderson total sales revenue for last 3 years \$14.6 million	*
Various chassis dealers - primary contract holder	Government	Missouri - MO	Complete turnkey packages	average truck package \$85,000	Henderson total sales revenue for last 3 years \$6.2 million	*

Ability to Sell and Deliver Service to Sourcewell Members

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if 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 *
25	Sales force.	<p>Henderson offers a delegated brine equipment sales and technical field management team of 6 brine experts covering the USA and Canada. This team specializes exclusively on brine products coordinating with Henderson's direct sales force and dealer sales forces to manage leads for brine products, to provide extensive in person consultations with prospective and existing customers and to optimize sales.</p> <p>Henderson Products' dedicated direct sales force is comprised of 14 salespersons, based out of New York, New Jersey, Illinois (Chicago area), Ohio, and Iowa. Henderson Products has 4 regional managers dedicated to working with the Henderson Independent dealer organization, state department of transportations and large municipalities throughout the United States and Canada.</p> <p>In addition, sales and support for the Brine Pro™ 2000 includes 4 regional sales managers and a national sales manager (see Exhibit D.1 SnowEx Regional Sales Manager Territory Map). Sales representatives operate company demo vehicles which allow them to transport the Brine Pro™ 2000 trailer to conduct field demonstrations, customer training, etc.</p>
26	Dealer network or other distribution methods.	<p>Primary focus for sales and promotion of the Sourcewell contract will be with the Brine Team in conjunction with Henderson and SnowEx regional sales managers. In addition Henderson employs independent dealers which have local market sales forces, service and installation technicians authorized to sell and promote the Sourcewell contract.</p> <p>In addition to its regional sales team dealer support for the sales and support for the SnowEx Brine Pro™ 2000 includes a dealer network of 40 throughout North America (identified by the pink flags on Exhibit D.2 Henderson and Snowex Distributor Map). These dealers provide inventory, installation capability, service capability, training and aftermarket parts support to its customer base.</p>
27	Service force.	<p>Henderson has more than 100 installation technicians at our 6 company installation and distribution centers and 6 Installation Service Managers plus our staff of regional Brine technicians.</p>
28	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>Henderson Products Inc employs dedicated customer support personnel at the manufacturing facility in Manchester IA to support various or remote positions including truck equipment and brine installations, complete product line aftermarket support, parts distribution, warranty, training, and service.</p> <p>Henderson Products Inc has recently enhanced our customer satisfaction process and plans to utilize metrics by product and service for customer loyalty, retention, satisfaction, quality, follow up, and knowledge as a means to focus our efforts on improving.</p> <p>Customer support for the SnowEx Brine Pro™ 2000 is provided by 13 inside sales/customer support personnel who are located in Madison Heights MI, Rockland ME, and Milwaukee WI.</p>
29	Identify any geographic areas that you will NOT be fully serving through the proposed contract.	None known at this time with the exception of Hawaii.
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None known at this time with the exception of Hawaii.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	None known at this time with the exception of Hawaii.

Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>As in the past, our shows and events will include the Sourcewell banners and flags. Our product literature will include an official brand logo as Sourcewell approved and will include our contract number. Our website has already been updated to reflect the recent change to Sourcewell from NJPA. Henderson Products Inc Inc is currently awaiting updates to Sourcewell videos so we may update our embedded videos as well. Refer to link below for reference to our updated online marketing message and promotion of Sourcewell.</p> <p>www.hendersonproducts.com</p> <p>Click on "Sourcewell Contracts 080818-HPI and 080114-HPI" in the bottom center of the webpage. In addition, the following strategies will be utilized to promote the contract:</p> <ol style="list-style-type: none"> On the Henderson Products Inc website – 150,000 visits per year Include the opportunity within all relevant print and/or digital advertising campaigns, national and local Include the opportunity within all relevant e-blasts – 70-90 sent out each year Inclusion in our annual calendar, for year round coverage which is distributed to over 3,000 customers each year Generate a specific/promotional flyer to be used by all sales personnel Push all vital information to sales personnel's iPads, for instant access <p>In addition the SnowEx website has on average 270,000 hits. SnowEx also has as a following: Facebook 38,000, Instagram 2,275, Twitter 2,755, YouTube 746 (Total 44,226 social followers). If Henderson is awarded this contract SnowEx marketing will also be advertising the inclusion of the Brine Pro™ 2000 on the Henderson Sourcewell brine contract on the SnowEx website, in press releases, print ads, digital/social media, email blasts and on product brochures. SnowEx will also feature the Brine Pro™ 2000's inclusion on this contract at the three national and multiple regional tradeshows we and our dealers exhibit at.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Henderson Products Inc currently utilizes social media for weekly updates as a blast to our followers. New products are added to a video channel which is made available to the public for purpose of features and benefits, as well as proper operation. Henderson Products Inc regularly reviews metadata captured on our social media posts and is altered when we release new clips. The metadata is used in the business development for how we staff our parts department based on when our material is viewed in and out of use season.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Henderson Products Inc. expects Sourcewell to keep their marketing materials updated and relevant, as well as communicate changes to such material as Henderson Products Inc uses embedded links which may require maintenance. At any time Sourcewell would mention approved partners, whether in full or by category, Henderson Products Inc as an approved partner should be included in the list, with no preference given to a competitor or Henderson Products Inc when not previously made available as an opportunity to Henderson Products Inc and competitors. Sourcewell should promote only the products made available through the RFP by awarded partners. Sourcewell may consider promoting some Key Performance Indicator (KPI) metrics, however they should aggregate their data to indemnify individual vendor performance of respective RFP contract(s). Given not all submissions may qualify, generating market share performance data should be considered a value of being on the contract and consider making available as a quarterly or annual KPI for vendors. For example, Henderson Products Inc may receive 30% market share, it would be acceptable to not be privileged to any other competitors market share performance data than our own.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No, Henderson does not offer an e-procurement ordering process. Henderson Products Inc utilizes both an outside dealer network and an internal sales force as our channel to customers for whole good and installation sales. After-market sales for parts, service, and warranty are handled through our installation facilities, regional technicians, or through our partnering dealers. While Henderson Products Inc is able to deliver customizable whole goods, it is important our employees are available and included during ordering to ensure proper specifications and aftermarket customer service.

Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Henderson Products Inc is disciplined to delivering a dependable product and industry leading service levels to all customers. Annual training on products and services is part of our annual training to our sales channel.</p> <p>To support dealer technicians SnowEx offers regional technical training programs annually and also provides end-user technicians 4 easy to follow videos that encompass all areas of servicing and troubleshooting for the system.</p>

37	Describe any technological advances that your proposed products or services offer.	<p>Related to brine systems specifically, the BrineXtreme Infinity model is the only 'continuously' self-cleaning system on the market, allowing for uninterrupted brine production and substantial labor reduction – a significant advantage in today's constrained labor market.</p> <p>Henderson Products Inc offers a full line of snow and ice removal equipment offering exceptional rate control, precise aggregate placement, intuitive touch-screen operator interfaces, and available with additional safety features such as cameras and device interlocks for truck mounted equipment. Henderson Products Inc has an industry exclusive BrineXtreme Infinity with AutoClean™ Technology which enables continuous brine production by removing the material other than salt on-the-go which prevents the downtime to clean out the deposits between batches. Henderson Products Inc is capable of providing remote support to many of customers through cellular gateways, including remote monitoring and adjustments of brine making equipment. While customers experience greater uptime and improved performance through factory direct adjustments, Henderson Products Inc is able to understand our customer requirements better through continued interaction.</p>	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>The major impacts from winter maintenance practices come from fossil fuel emissions and chloride damage to the environment (storm water, drinking water sources, inland lakes, and infrastructure). While, to our knowledge, there is no certifying body for snow and ice control equipment in this regard, Henderson has taken an industry leading role in the development of green technology. This provides for faster – more efficient achievement of performance objectives reducing greenhouse gas impacts from post storm clean-up operations as well as increased precision in material application systems that regulate and reduce material application rates, retaining more of it on the target surface and out of green spaces.</p> <p>Henderson's "Green" program targets three key areas: Environmental Sustainability, Economic Viability and Public Safety. Environment - helping maintain cleaner roadside, ditches and ground water. Economy - cutting costs by reducing application rates (up to 50%), the number of trips required, manpower required and fuel consumption. Safety - improving travel conditions faster and more effectively. Please note our green products are not sanctioned nor certified by any agency. Please see attached Exhibit E Henderson Green Brochure".</p> <p>As a division of Douglas Dynamics, Henderson is governed by the Douglas Dynamics Management System (DDMS). DDMS operates on the basis of LEAN principals for both manufacturing and management, having at its core a "reduce waste" objective. This involves everything from reducing the amount of scrap (nesting, design for manufacture) to reducing travel (less gas, less emissions, etc.) Our manufacturing facilities have implemented robust recycling programs for the following items: Batteries, Light bulbs, Ballasts, Electronic components, Absorbent matting, Waste oil, Cardboard, Scrap metal, brass/copper, Bottles/cans, Confidential documents (shred and recycled).</p> <p>To spearhead its efforts to advance both sustainable operations as well as innovation in product design to reduce the environmental impacts of our products as used in the field, in 2016 Douglas Dynamics established the position of Sustainability Manager.</p>	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	The BrineXtreme control panel is UL certified. The Brine Pro™ 2000 is RoHS compliant.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Henderson Products Inc has no WMBE or SBE certifications.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	<p>As a custom manufacturer, we have the unique ability to meet many application and equipment specifications our customers require. With six installation and service locations, Henderson Products Inc ensures our customers the most complete snow and ice fighting solutions and service available. Henderson Products Inc also utilizes direct sales for our Brine product line, which has a one-to-one relationship with an installation and aftermarket technician. This close partnership facilitates consistent and effective communication.</p> <p>Henderson's management leadership is dedicated to quality and leading edge innovative products and solutions for municipal snow and ice removal. Henderson's sales staff are experienced, trained, dedicated and highly technical resources for providing customers with total solutions to their snow and ice removal needs.</p> <p>Henderson Products Inc holds patents on several innovative products, including our industry exclusive BrineXtreme Infinity with Auto Clean™ Technology which provides continuous brine making capability. Henderson Products Inc also has an industry exclusive hoist-less dump body, the BlackBelt Maxx™ which is capable of unloading and reversing payloads for best-in-class overhead clearance and lowest center of gravity unloading.</p>	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Canadian Sourcewell member agencies shall be included in our contract offering. Canadian customs and transportation fees are not included in our provided price lists.	*

Warranty

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

Line Item	Question	Response *
43	Do your warranties cover all products, parts, and labor?	Henderson Products, Inc. warrants its manufactured products and installation work against defects in material or workmanship. This warranty is not a guarantee that the product will be free of defects. This warranty of our products under normal use and service is limited to replacement or repair at the company's factory, of any parts which are returned to the factory freight prepaid, and upon examination found to be defective. Please refer to EXHIBIT G.1 Henderson Warranty Policy
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please refer to the EXCLUSION section in EXHIBIT G.1 Henderson Warranty Policy
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	YES
46	Are there any geographic regions of the United States (and Canada, if applicable) 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
47	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?	Please refer to section EXCLUSION B.2 EXHIBIT G.1 Henderson Warranty Policy as follows: Any component or part manufactured by others will carry that manufacturer's warranty, and in no case will Henderson Products, Inc. be liable, either expressed or implied, for warranties in excess of those made by the original manufacturer.
48	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)
49	Describe any service contract options for the items included in your proposal.	Henderson Products Inc offers annual contracts for service, maintenance, inspection, and subscriptions. Services offered with RFP are included in our pricing documents.

Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Cash in Advance or net 30 days after shipment of product or completed installation
51	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.
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell 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_Payment Terms Q#52_Order Process Flowchart.
53	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.

Pricing and Delivery

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

Line Item	Question	Response *
54	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.	Henderson Products Inc pricing model will be a 10% discount off of List Price for the respective RFP. Applicable products made available are included in the Henderson Products Inc RFP052919 Products and Price List listed by line item for features and options. Complete packages are available and will follow the same discount structure. As Henderson Products Inc understands our customer needs are always met with a standardized product not included in our product list, there may be similar features/options Henderson Products Inc can provide with respect to member budget, timeline, and/or quality standards. Any feature or option requested by a Sourcwell Member that is not depicted on these pricing pages is considered nonstandard options. These requests will be valued utilizing the 'cost plus a percentage' pricing methodology.
55	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.	The submitted Henderson Products Inc RFP052919 Products and Price List will be discounted by 10% to the Sourcwell member.
56	Describe any quantity or volume discounts or rebate programs that you offer.	Henderson Products Inc will not offer volume discounts or rebates to members. Henderson Products Inc will adhere to being transparent in our pricing to members by offering a standard 10% discount on products, services, and solution packages. All members will receive the best pricing regardless of volume.
57	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 is including some sourced items in the Henderson Products Inc RFP052919 Products and Price List. Future offerings will be considered for inclusion in future revisions of the contract through the defined Sourcwell PnP process. Products, solutions, services not yet added and included in the contract will be offered as nonstandard. Pricing for nonstandard products will be quoted individually. Freight and shipping will be quoted and offered as a pass through cost, where as other sourced products will be charged at cost plus a percentage, which will vary depending on design and manufacturing requirements.
58	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.	Henderson Products Inc is including additional acquisition costs in our Henderson Products Inc RFP052919 Products and Price List as line items available to members which includes activities prior to the sale such as onsite consultation services, OEM-direct installation, and Startup Services. All such available solution offerings are for services provided by Henderson Products Inc employees and/or approved dealers. Concrete pad construction, electrical work, water lines and other necessary work related to site preparation is not included in any of our pricing nor will any such undertakings be the responsibility of Henderson Products Inc.
59	If freight, delivery, or shipping is an additional cost to the Sourcwell Member, describe in detail the complete freight, shipping, and delivery program.	Freight is not included in product and services 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 Products Inc will provide a freight cost quote to destination if required by the Sourcwell member. Freight charges for Henderson Products Inc will be passed through directly to the member, no margin will be added to financially benefit us.
60	Specifically describe freight, shipping, and delivery terms or programs available 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. Arrangements shall be made to remove units from any Henderson site within 30 days of manufacturing completion.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Henderson Products Inc utilizes industry standard practices for shipping and logistics for freight and parcel. Henderson Products Inc is also able to haul and/or deliver via regional company vehicles up to 26,000 GVW.

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Audit and Administrative Fee

Line Item	Question	Response *
63	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.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Henderson's proposed administrative fee of 2% applies for all products and services as depicted on the Henderson Products Inc RFP052919 Products and 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 Participating Addendum State contracts adopting the Henderson Sourcewell contract.

Industry Specific Questions

Line Item	Question	Response *
65	What environmental impacts or benefits do your products provide?	Henderson Products Inc is committed to being a leader in the municipal snow and ice control industry and this includes adopting and adhering to the latest best practices. Some of our latest products are focused on the reduction in salt usage by utilizing appropriate rates, compounds, and application practices including Anti-Ice with Brine to reduce the salt usage nearly 50% in certain municipalities. While different practices have different results, the industry is moving favorably to adopting more and more brine usage to pretreat for storms to lessen their dependency on granular salt and improve their road service levels. Henderson Products Inc has a complete line of brine making, transferring, storing, and application equipment available, as well as the knowledge and capability of offering factory direct installation. Henderson Products Inc is able to be the single-source provider for all things Municipal Snow and Ice through Sourcewell when combining Brine Products and Truck Mounted Equipment.
66	Describe the results of any reliability or durability testing on the equipment or products included in your proposal.	Henderson Products Inc utilized three dimensional computer aided drafting software, complete with analysis tools to virtually concept, develop, and test equipment and products. Manufacturing processes include different tests to validate and verify the product specifications. At Henderson Products Inc, Safety is our top priority followed closely by Quality. We continue to back our products with factory warranty and OEM parts, along with trained service and technical support staff. Henderson Products Inc utilizes a Corrective Action Request and Non-Conforming process to capture, document, investigate, escalate, resolve, and implement changes to meet design and manufacturing defects as a continual improvement process. The results of these efforts continues to lower our initial product quality metric as a percent of sales and customers are responding during interactions with our local market representatives and customer focus groups to larger audiences.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Henderson Products Inc evaluates the utilization of Sourcewell in the following manners: <ul style="list-style-type: none"> • Annual Total Dollars • Annual Percent of Total Sales • Sourcewell Discount & Program Costs as Percent of Total Discounts

Exceptions to Terms, Conditions, or Specifications Form

Line Item 67. **NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer’s exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

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

Documents

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

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

- [Financial Strength and Stability](#) - Henderson_Douglas Dynamics_Financial Strength and Stability.zip - Tuesday May 28, 2019 16:48:46
- [Marketing Plan/Samples](#) - Henderson Literature.zip - Friday May 24, 2019 16:37:08
- [WMBE/MBE/SBE or Related Certificates](#) - Henderson Business License Certificates.zip - Friday May 24, 2019 16:38:08
- [Warranty Information](#) - Henderson Warranty and Returns Policies.zip - Friday May 24, 2019 16:38:18
- [Pricing](#) - Henderson Products Inc RFP052919 Products and Price List.xlsx - Friday May 24, 2019 16:38:28
- [Additional Document](#) - Additional Documents.zip - Friday May 24, 2019 16:39:06

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

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 member 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 contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. 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 and included with the Proposer's Proposal.
5. 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.
6. 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.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. 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.

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.

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.
 - JON SIEVERT, PRESIDENT WORK TRUCKS SOLUTIONS

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Salt_Brine_RFP#052919 Fri May 10 2019 09:19 AM	<input checked="" type="checkbox"/>	--