

North Dakota Department of Transportation
REQUEST FOR BID

NDDOT Contract # 50162120

Bid Number: 765-61-16-050	Bid Opening Date & Time: 01/04/2017 02:00 PM
Items: Snow Plow, Straight Reversible 12'	Buyer: Vanessa Brosten
Bid Mailing Address: 608 East Boulevard Avenue	Telephone Number: 701-328-4466
City, State, Zip: Bismarck, North Dakota, 58505-0700	Email: vbrosten@nd.gov
Contract Period: 01/11/2017 TO 04/30/2017	Date Prepared: 12/14/2016

Please submit your bid response on the attached forms in conformance with the instructions and specifications in the NDAC 04-12-01 - 04-12-16.

One copy of your bid response must be returned to the North Dakota Department of Transportation (NDDOT) prior to the time and date specified for bid opening. Bid responses received after the time and day specified for bid opening will be rejected. Mark envelope as instructed in "Mailing Instructions".

In consideration of the acceptance by the state of the offer made pursuant to the bid response, the vendor agrees and promises to sell, furnish, and deliver to the state, at the time, places, and prices specified in the bid response, all goods, merchandise, supplies, commodities, equipment, or other items contained in the bid response. The vendor shall fully perform in accordance with the terms and conditions contained in the bid response including all specifications, rules, or regulations mentioned therein, and shall comply with all applicable provisions of the NDAC 04-12-01 - 04-12-16 promulgated by the State Purchasing Division; such manual being made a part of this invitation by reference. The Risk Management Appendix and Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this Request for Bid.

Bids may be rejected if the following is not signed by OWNER, PARTNER, CORPORATE PRESIDENT, VICE PRESIDENT, other AUTHORIZED CORPORATE OFFICER or a duly authorized representative. If signed by other authorized Corp. Officer or representative, please attach a letter signed by the OWNER, PARTNER, CORP. PRES., or VICE PRES. indicating the individual has authority to enter into a contract on behalf of the company (or a Power of Attorney).

By issuance of a purchase order, a contract is made and entered into by and between the North Dakota Department of Transportation and:

Vendor Name <u>Henderson Products Inc.</u>		
Mailing Address <u>1085 South 3rd St. Manchester IA 52057</u>		
Telephone Number <u>563-927-7267</u>	Fax Number <u>563-927-2521</u>	E-mail Address <u>jtobin@hendersonproducts.com</u>

*Janet Tobin Contract Administrator
for all paper work.*

JENNIFER TJADEN SENIOR CONTROLLER
Name & Title (Type or Print) 563-927-7218
JTJADEN@HENDERSONPRODUCTS.COM

Signature

DEC 29 2016

Date

To be signed by Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer or bid may be rejected. (if signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)



CLA 54214 (Div. 50)

MAILING INSTRUCTIONS

Mail only one completed and signed request for bid document per envelope, unless instructed otherwise. Request for bid documents not signed or received after the date and time specified in the request for bid will be rejected.

BID IS: ☒ SEALED ☐ NOT SEALED

Address the envelope containing your response in the following manner:

BID NUMBER - 765-61-16-050
BID OPENING DATE/TIME - January 4, 2016; 2:00 p.m.
N. D. DEPT. OF TRANSPORTATION
PROCUREMENT SECTION
608 E BOULEVARD AVE
BISMARCK ND 58505-0700

BIDDERS INSTRUCTIONS

1. **Assistance to Bidders with a Disability.** Bidders with a disability and/or language assistance, contact Civil Rights Division, NDDOT, 701-328-2978 or civilrights@nd.gov or TTY 711, as soon as possible so that reasonable accommodations can be made. Additionally, the Request for Reasonable Accommodations form (SFN 60135) can be accessed at the following NDDOT website location: <http://www.dot.nd.gov/forms/sfn60135.pdf>.
2. **Award.** Award will be made to a responsive, responsible bidder with the lowest price considering conformity with specifications, terms of delivery, quality, and serviceability. NDDOT reserves the right to consider bids varying in minor respects from any specific requirements herein, but judged to meet the intent of this request.
3. **Awards, Splitting of.** The state reserves the right to make awards by item, groups of items, or on the total low bid for all the items specified as indicated in the detailed specifications. Bidders interested only in the total low bid for all items are to state 'all or nothing' on their bid response.
4. **Bid Bond.** Waived in this instance: however, bidder(s) failing to enter into a contract with this office, upon notification of award, may be subject to removal from the bidder's list.
5. **Bid Held Firm.** Bids are not awarded at the bid opening. Bid responses will be firm for 30 days, unless stated otherwise.
6. **Bid Opening.** All sealed bids received by the NDDOT Procurement Office will be opened and read at 608 East Boulevard Avenue, Bismarck, North Dakota, at the time specified in the solicitation. Interested parties are invited to attend the bid opening.
7. **Bid Summary.** Bid summaries are available when the bid has been awarded. When bids are issued using the State's electronic bidding system, the bid summary will be posted and available for download from: <http://www.nd.gov/spo/>
Bid summaries will be mailed to those bidders who supply a self-addressed, stamped envelope with their bid response. A copy of the bid summary may also be obtained by visiting the NDDOT Procurement Office during normal working hours.
8. **Bidder Checklist.** HAVE YOU REMEMBERED TO:
 - Review all instructions, terms and conditions, and specifications to ensure your bid response complies?
 - Prepare your price in the specified unit of measure, F.O.B. Destination, Freight Prepaid to the delivery location listed on the cover sheet?
 - Indicate whether you can meet the delivery date indicated on the cover sheet?
 - Sign your bid response on the cover sheet?
 - Initial all changes and corrections?
 - Submit any required samples or enclosures, if applicable?
 - Mark the envelope as indicated above?
 - Review and complete all requirements contained in this solicitation to ensure compliance.

9. **Clarifications, Bid Changes and Questions Deadline.** The Procurement Officer is the point of contact. Any irregularities, lack of clarity, requested bid changes and all questions regarding this bid and the procurement process must be addressed to the Procurement Officer referenced on the first page of this document not later than end of business December 22, 2016. (Contact information is indicated on cover page). If a bid amendment is required, it will generally be issued after this date.

The bidder is cautioned that the requirement of this solicitation can be altered only by written amendments and that verbal communications from whatever source are of no effect.

10. **Corrections.** The bidder's authorized representative must initial any corrections and alterations (i.e. erasures, whiteouts, correction tape, etc.) made to the bid response. Those bid responses with corrections and alterations that are not initialed are subject to confirmation by the Procurement Officer.

11. **Definitions.**

- Bidder - any person or firm submitting a competitive bid in response to a solicitation.
- Bid summary - a summary of all bid responses received by the NDDOT Procurement Office.
- Bid response - the executed document submitted by a bidder in response to a solicitation.
- Contract - a deliberate written agreement between two or more competent persons to perform specific act or acts.
- Contractor - any person or firm having a contract with a governmental body.
- Solicitation - the process of notifying prospective bidders that the State wishes to receive bids for furnishing goods or services.

12. **Electronic & Facsimile Bids.** Bid responses are not to be email attached or faxed to the NDDOT unless this transmittal method has been authorized by the Procurement Officer or bid document. (Contact the Procurement officer regarding additional requirements and exceptions.) Bid responses electronically submitted or faxed may be rejected as non-responsive. Bids may be faxed to a third party who will put it in a properly-addressed envelope and deliver it to the NDDOT Procurement Office before the date and time specified in the solicitation.

13. **Freight/F.O.B. Destination.** Freight and transportation charges are to be included in the price of the products, unless otherwise specified in the solicitation. (F.O.B. - Free On Board).

14. **Indemnification.** Bidders must review the attached Risk Management Appendix for indemnification and insurance requirements. The indemnification and insurance provisions are incorporated and made part of this solicitation and the resultant final contract. Objections to any of the provisions of the indemnification and insurance requirements must be made in writing to the attention of the Procurement Officer by the time and date set for receipt of questions. No alteration of these provisions will be permitted without prior written approval from the Purchasing Agency or Entity in consultation with the North Dakota Risk Management Division. Upon receipt of the Notice of Award, the successful bidder must obtain the required insurance coverage and provide the Procurement Officer with proof of coverage prior to contract approval. The coverage must be satisfactory to the Purchasing Agency or Entity, in consultation with the North Dakota Risk Management Division. A bidder's failure to provide evidence of insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

15. **Late Bids.** It is the bidder's responsibility to ensure that a bid response is physically deposited with the NDDOT Procurement Office prior to the date and time specified for the opening. Late bid responses will not be opened and will be rejected and returned regardless of the degree of lateness or the reasons.

16. **Minor Informalities.** The State reserves the right to waive minor informalities in bid responses in accordance with N.D.A.C. 4-12-10. Minor informalities are insignificant omissions or nonjudgmental mistakes that are matters of form rather than substance, evident from the bid document, with a negligible effect on price, quantity, quality, delivery, or contractual conditions that can be waived or corrected without prejudice to other bidders.

17. **Multiple Bid(s).** Bidders may submit more than one bid response(s) for the item(s) specified in the solicitation. Each bid submitted must comply in all aspects with the bid requirements and these instructions.

18. **Negotiation.** NDDOT reserves the right to negotiate with the successful bidder to ensure the best possible consideration is afforded to all concerned.

19. **New Equipment and Materials.** Unless otherwise indicated in the detailed specifications of this solicitation, all equipment and materials shall be new and under current production for use in the United States.

20. **Open Records.** After the bid opening, bid documents will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the procurement officer will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately. Those interested in reviewing the bid file are to make arrangements with the NDDOT Procurement Office. The NDDOT Procurement Office hours are 8:00 a.m. - 12:00 p.m. and 1:00 p.m. - 5:00 p.m. Monday through Friday.

21. **Packaging.** All shipments are to be packaged according to accepted commercial practices to avoid damage in shipment.

22. **Performance Bond.** Successful bidders will not be required to furnish a performance bond; however, failure to perform satisfactorily will result in the immediate termination of the contract(s) and bidders may be subject to removal from the bidder's list.

23. **Preparation of Bid.** Bids will be accepted on NDDOT forms only. If the document is located on the State Procurement Office website, then bidder is to download the document and type or write their responses as indicated by the bid document. Alteration of the bid document may be cause for bid rejection. Bidders are cautioned to examine specifications and all instructions. Failure to do so will be at the bidder's risk.

24. **Pricing.** Unit prices are to be stated in United States currency and based on the unit of measurement specified in the solicitation, F.O.B. Destination, to the NDDOT delivery locations specified herein.

In the event of mathematical differences between the unit price and extended total, the unit price will prevail.

25. **Protest of Award.** An interested party may protest the award within seven days after receiving notice in accordance with N.D.C.C. 54-44.4-12 and N.D.A.C. 4-12-14. Notice of award will be issued only to those bidders who submitted responses to this IFB. Seven calendar days after award or issuance of the Notice of Intent to Award; it will be assumed that all interested parties knew or should have known all the facts surrounding the award.

26. **Rejection.** Bid responses may be rejected if:

- The bid response is not legible.
- The bid response is not completed as requested.
- The bid response is faxed to the procurement office.
- The bid response is not responsive to the specifications or other requirements of the solicitation.
- The bid response is received after the time and date specified.
- The bidder has not met Vendor Registration requirements or is suspended or debarred.
- The bid document has been altered by the bidder.
- The bidder is determined to be not responsible (N.D.A.C. 4-12-11-04).

27. **Signature.** The bid must be signed manually in ink. The name and title of the person signing the bid response must be typed or printed above the signature. The bid must be signed by **Owner, Partner, Corp. Pres., Vice Pres., or other authorized Corp. Officer** or the bid may be rejected. If signed by other authorized Corp. Officer or representative, please attach a letter signed by the Owner, Partner, Corp. Pres., or Vice Pres. indicating the individual has authority to enter into a contract on behalf of the company (or a Power of Attorney).

28. **Specifications, Brand Name or Equivalent.** Unless otherwise indicated in the detailed specifications of this solicitation, the use of a specific brand name or make/model is for illustrative purposes only, and the State will consider equivalent products. If a commodity or service put forth by a bidder is rejected as not being equivalent, the Procurement Officer will notify the bidder of the rejection.

29. **Specifications, Compliance.** All bids submitted in response to this Invitation for Bid must comply with the specifications contained herein, and the successful bidder will be held responsible. Noncompliance with specifications is grounds for rejection of the bid response. Bidders who desire to submit commodities or services that deviate from these specifications or have any objections to the specifications stated herein must be clearly pointed out PRIOR TO THE DEADLINE FOR RECEIPT OF QUESTIONS; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the bidder will be held responsible.

30. **Supplemental Terms and Conditions.** Bids including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with any conditions contained in this ITB or that diminish the State's rights will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award.

After award of contract:

- a) If a conflict arises between a supplemental term or condition included in the bid and a term or condition of the ITB, the term or condition of the ITB will prevail, and,
- b) If the State's rights would be diminished as a result of application of a supplemental term or condition included in the bid, the supplemental term or condition will be considered null and void.

Changes, modifications, additions, or alterations to the bid document could be cause for rejection of the submitted bid at the sole discretion of the NDDOT. Contact the Procurement Officer in writing prior to the deadline for clarifications.

31. **Taxes.** The State does not pay sales tax or federal excise tax. The state sales tax exemption number is E-2001. The federal tax-free transaction number is 45-70-0010K. The Purchasing Agency will furnish a tax exempt certificate upon request.

32. **Vendor Registration.** Bids will be accepted from bidders who are not currently Approved Bidders for the State of North Dakota; however, the successful bidder may be required to become approved prior to award, in accordance with N.D.C.C. 54-44.4-09. To become an Approved Bidder, you must: 1) register with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidder List Application to the ND State Procurement Office. Registration instructions and forms are available on-line at: www.nd.gov/spo/vendor. Contact the ND State Procurement Office at 701-328-2683 or infospo@nd.gov for assistance.

Placement on the bidders list does not guarantee a bidder will receive notice of every formal solicitation. Bidders must maintain current information by submitting a Notice of Change form to the State Procurement Office (Fax 701-328-1615). Visit the website for forms: www.nd.gov/spo/vendor.

33. **Withdrawal or changes to a bid response prior to the bid opening date and time.** A bidder may withdraw or make a change to his bid response prior to the bid opening date and time. The request to make a change or withdraw must be in writing by a representative of the firm. The request to withdraw or change must be signed by the bidder or his designated representatives.

34. **Withdrawals after the bid opening date and time.** After the bid opening, no changes may be made to the bid response. The bidder may make a written request to withdraw the bid response, subject to approval by the NDDOT Procurement Office. Vendors continually withdrawing bids after the bid opening may be removed from the Vendor Database.

GENERAL CONTRACT TERMS AND CONDITIONS

1. **Affirmative Action.** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of individuals with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.

2. **Applicable Law and Venue.** Any dispute arising out of this agreement will be resolved under the laws of the State of North Dakota.

3. **Billing and Payment Procedures.** Purchase orders will be issued by NDDOT procurement office to the awarded contractor.

Invoices are to be submitted as indicated on the purchase orders unless otherwise instructed. Failure to submit correct invoices to the appropriate NDDOT office may delay contractor payment.

Payment will normally be made within thirty days after delivery and acceptance of commodities or services under this contract and receipt of a correct invoice. All invoice and payment inquiries must be directed to the purchasing agency.

4. **Binding Contract.** The acceptance of a bid response in writing by the purchasing agency constitutes a contract between the bidder and the State. Written acceptance from the purchasing agency will be in the form of a purchase order, notification of award, or contract. Any oral agreement or arrangement by a bidder with a State employee or purchasing agency will have no force or effect unless reduced to writing.

5. **Compliance with Laws.** The contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations and policies, including those relating to nondiscrimination, affirmative action, accessibility and civil rights including Title VI of the Civil Rights Act of 1964. The contractor agrees to file all required reports on time, to make required payroll deductions, and to pay all taxes and premiums owed on time, including sales and use taxes and unemployment compensation and workers' compensation premiums. The contractor shall have and keep current at all times during the term of this contract all licenses and permits required by law.

6. **Contract Amendments, Waivers.** After a binding contract has been entered into, no changes (i.e. additions, substitutions, subcontracting or a price adjustment) may be made, unless prior approval has been obtained from the purchasing agency and Procurement Officer.

The terms of this contract shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

7. **Contract Term and Renewal Option.** The NDDOT will enter into a contract with an effective date **beginning January 11, 2017, and ending April 30, 2017**, inclusive.

8. **Contract Termination.**

- a. **Termination without Cause.** This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice.
- b. **Termination for Lack of Funding or Authority.** The State may terminate this contract effective upon delivery of written notice to the contractor, or on any later date stated in the notice, under any of the following conditions:
 - i. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
 - ii. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - iii. If any license or certificate required by law or regulation to be held by the contractor to provide the services required by the contract is for any reason denied, revoked or not renewed.Any such termination of this contract under (i), (ii), or (iii), above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- c. **Termination for Cause.** The State by written notice to the contractor may terminate the whole or any part of this contract:
 - i. If the contractor fails to provide services required by this contract within the time specified herein or any extension thereof; or
 - ii. If the contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms and after receipt of written notice from the State, fails to correct such failures within ten days or such longer period as NDDOT may authorize.
 - iii. The rights and remedies of the State provided in the above clause related to defaults by the contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

- d. **Termination, Deliveries.** If the contract is terminated for any reason, the contractor is responsible for delivery of all commodities and services ordered prior to the termination, unless those orders had been canceled by the Purchasing Agency or Entity.

9. **Inspection and Investigations.** The State reserves the right to conduct inspections and investigations related to the bidder and offered commodities or services, including but not limited to the firm, its facility, personnel, qualifications, and the commodities and/or services offered to make determinations regarding compliance with the bid requirements and responsibility of the bidder.

10. **Materials and Workmanship.** All material and workmanship shall be subject to inspection and testing at the discretion of the purchasing agency either at the point of manufacturer, place of storage, or upon receipt.

11. **Receiving.** Deliveries must arrive at the designated destination(s) during normal business hours unless other shipping/receiving instructions are issued by NDDOT personnel. The contractor shall contact the NDDOT to schedule delivery dates and times at least 24 hours in advance of delivery.

All NDDOT offices will be closed in recognition of State holidays. Any day declared a holiday by the President or Governor will also be recognized by office closure.

12. **Subcontracts, Assignment.** The contractor shall not subcontract, assign or transfer the contractor's interests or duties under this contract without express written consent of the purchasing agency. However, the contractor may enter into subcontracts provided that any such subcontractor acknowledges the binding nature of this contract and incorporates this contract, including any attachments. The contractor is solely responsible for the performance of any subcontractor. The contractor shall not have the authority to contract for or incur obligations on behalf of the State.

13. **Service Representative.** The contractor must provide a dedicated customer service representative to provide support for this contract. The contractor shall notify the Procurement Officer in the event the representative is changed.

PARTS/SERVICE/WARRANTY DEALER:

NAME: Chris Halverson
(Name of person servicing this contract)

BUSINESS NAME: Henderson Products Inc.

MAILING ADDRESS: 1085 South 3rd St.

CITY & STATE: Manchester IA ZIP CODE: 52057

PHONE NUMBER: 563-927-7217 TOLL FREE: 800-359-4970

FAX NUMBER: 563-927-2521 E-MAIL: chelverson@hendersonproducts.com

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS
FOR
REVERSIBLE SNOW PLOW, STRAIGHT, 12'
(Falls PR1255EI, Monroe MP55R12-ISCT-06, Henke 55R12TT, Henderson RSP1254ISNDMOD,
OR PRE-APPROVED EQUAL)

Bidder's Instructions: Indicate compliance to the specifications on the "COMPLY YES/NO" line by each specification. Indicate any deviations from the specifications whether the minimum specifications are met or not on the "SPECIFICATION DEVIATIONS" line. Failure to comply with bid specifications may result in rejection of the bid. The state reserves the right to waive minor deficiencies or technical variances.

The intent of this specification is to describe a 12' straight reversible snow plow. The snow plow shall be suitable for mounting onto a Falls 26B or Monroe FLS26B type quick hitch on a 39,000 pound GVW single axle to 58,000 pound GVW tandem axle rear-wheel-drive truck. The snow plow shall be of all steel fabrication, of rugged construction, and properly braced and reinforced. The snow plow shall be standard production of the latest model with standard accessories and in addition meet or exceed the following minimum specifications:

	COMPLY YES	NO	SPECIFICATION DEVIATIONS
1. Coupling Device			
a. Designed to attach to Falls 26B or Monroe FLS26B truck hitch	✓		
b. Designed to support the operation and weight of the snowplow	✓		
c. Shall allow the snowplow to swivel freely to follow the contour of the road	✓		
d. 2" center pivot bolt	✓		
i. Falls style or equal with square plate steel head, that fits into Falls style or equal swivel plate, with a shaft running through the center of the head and welded on the top side so the transition from the head of the bolt to the shaft is completely square not rounded or tapered to insure a tight fit to the swivel plate and push frame	✓		
ii. Pivot bolt lock nut must be on the back side of the push frame to allow for access to the nut from the back of the plow, must be top-lock design lock nut, <u>lock washers will not be allowed</u>	✓		
e. Plow push frame and swivel plate to allow minimum tolerance to ensure closeness of the snowplow to the truck hitch, yet allow clearance of the fenders or other obstacles	✓		
2. Frame			
a. Hydraulically reversible from 0 degrees to 35 degrees in either direction	✓		
i. Monroe, Henke, and Henderson to provide two 3 1/2" double acting cylinders mounted at the widest points possible	✓		
ii. Falls to provide two 3.5" single acting cylinders mounted at the widest points possible	✓		

BIDDER Henderson Products Inc.

		COMPLY YES	NO	SPECIFICATION DEVIATIONS
iii	Cylinders shall have nitrated rods	✓		
iv.	Cross over relief valve with adjustable flow	✓		
b.	Full moldboard compression spring trip and return mechanism	✓		
i.	Two spring trip assemblies, mounted at the widest point possible as to not interfere with the operation of the chain level lift assembly	✓		
c.	Block and chain level lift hitch assembly	✓		
i.	Chain shall be attached to outer portion of the push frame, 55" wide between the attachment points (if manufacturer would like to provide any other lift system it must be pre-approved by the NDDOT)	✓		
d.	Adjustable parking stand, removable screw type Bulldog® style jack	✓		
e.	Tubular push frame, or equal shall attach to moldboard 17" from outer end maximum (NOTE: extensions off the main push frame are not acceptable)	✓		
f.	A-frame shall be reinforced to support the push frame and pivot pin on top and bottom	✓		
i.	Either double A-frame with one section above and one section below the reversing circle or double plated with one plate 100% welded inside and out on top of A-frame and one on bottom	✓		
g.	A-frame pivot pin on all plow models shall have a bushing with grease point	✓		
i.	Pivot pin shall be 2" diameter, 91,000 PSI tensile strength, 77,000 PSI yield strength	✓		
ii.	Bushing shall be 0.344 wall thickness round mechanical tubing, 1045 cold drawn steel, 91,000 PSI tensile strength, 77,000 PSI yield strength	✓		
h.	Push frame shall pin to a reinforced rib with gusset on each side of the rib with bushing on the moldboard on all models of single plate rib plows	✓		
3. Moldboard				
a.	50,000 PSI 7-gauge EX-TEN 50 (MILD STEEL NOT ACCEPTABLE)	✓		
b.	8 single plate or 5 channel vertical ribs and the necessary horizontal members to insure a rigid support	✓		
i.	Continuous weld fastened	✓		

BIDDER Henderson Products Inc.

		COMPLY YES	NO	SPECIFICATION DEVIATIONS
ii.	Double gussets on single plate rib plows, one on each side of the rib where the push frame pins to the rib	✓		
(1)	Gussets on the side of the rib shall be tapered from the moldboard down and back to the outer edge of the rib so the gusset does not shear the rib (NOTE: gussets straight across the side of the rib are not acceptable)	✓		
(2)	Pin size at push frame to moldboard attachment points on all plow models shall be 1-1/4" diameter, 91,000 PSI tensile strength, 77,000 PSI yield strength	✓		
(3)	All single plate rib plow models shall have a bushing on the moldboard side at each attachment point where the push frame pins to the rib. Bushing shall go through the rib and the reinforcing gussets on each side of the rib, bushing shall be 2" outside diameter, 0.344 wall thickness round mechanical tubing, 1045 cold drawn steel, 91,000 PSI tensile strength, 77,000 PSI yield strength (Note: grease points on push frame attachment to moldboard bushings are not required. Channel rib plows do not require bushings at the push frame to moldboard attachment points)	✓		
c.	Frog to be square hole punched and spaced according to AASHTO standards to accept three 4" tungsten carbide cutting edges secured with 5/8" bolts, there shall be sufficient holes in the frog so all of the holes in the cutting edge can be used (cutting edges furnished by NDDOT)	✓		
d.	Paneled or smooth rolled design	✓		
e.	Adjustable pitch angle/tilt from vertical of the cutting edge to the road 15 degrees to 35 degrees	✓		See amendment 1
f.	Height of moldboard minimum 53" and maximum 55" (approximate) (dimensions calculated using 6" cutting edge)	✓		
g.	Cutting width straight 144"	✓		
h.	Curvature: With an attack angle setting of 35 degrees, the curvature shall have a roll radii of 25" beginning 19.5" up and run for a distance of 23 degrees. It shall be rolled to a radius of 19" for the next 103 degrees with a flat tail-off section of approximately 8.5" remaining.	✓		
i.	Moldboard to be fitted with a 3/4" x 18" full length replaceable belting deflector with full length steel retainer, shall hang 90 degrees to road surface	✓		
j.	Winter Equipment Company, Inc., 30" long premium tubular plow marker kit, fluorescent orange, available through Buyers or Catco model 1308105 or approved equal	✓		

		COMPLY YES	NO	SPECIFICATION DEVIATIONS
i.	Plow markers shall be attached to both ends at the top or highest point of the plow to delineate the outside edges of the plow	✓		
ii.	Plow marker caps shall be fastened in an acceptable manner to prevent from being separated from the tube	✓		
iii.	Plow markers to have a weep hole drilled into metal bottom to permit moisture to escape	✓		
4. Weight				
a.	Weight of plow only, minimum 2,200 lb or maximum 2,800 lb	✓		
b.	Sufficient rated single or dual lifting eyes attached to moldboard for balanced lifting of plow with overhead crane during service. Lifting eyes shall not extend beyond maximum width of moldboard.	✓		
5. Hydraulics				
a.	Two 36" long plow turn hydraulic hoses with two ½" male pioneer quick couplers to attach to the truck	✓		
6. Manuals – must be delivered at the same time as the plows				
a.	2 EACH Operators Manuals	✓		
b.	2 EACH Maintenance Manuals	✓		
c.	2 EACH Parts Books	✓		
7. Paint				
a.	Manufacturer's standard paint, powder coating is preferred, orange in color (Manufacturer must guarantee paint from peeling or other defects for two full years from the date of delivery. If paint is found to be defective in this time period the manufacturer must sand blast and repaint the plows at no cost to the department)	✓		
8. Warranty				
	One year full unconditional warranty, manufacturer's warranty shall apply if for a longer period	✓		

The snow plow shall be delivered ready for attachment to the truck without any alteration to the truck frame or hitch. The snow plow shall be delivered free of any defects due to shipping or workmanship. Product literature should be submitted with the bid.

BIDDER Henderson Products Inc.

BID RESPONSE

ITEM NO.	QTY.	UNIT	DETAILED SPECIFICATIONS	UNIT PRICE	TOTAL PRICE
REVERSIBLE SNOW PLOW, STRAIGHT MOLDBOARD – SSP-95-4200-25 SNOWPLOW MAKE: <u>HENDERSON</u> MODEL: <u>RSP1254 IS ND mod</u> DELIVERY DAYS ARO <u>120</u> The award will be based on compliance with specifications and low bid to furnish and deliver the plows to the following location:					
1	2	EACH	FOB Fargo District Shop 503 38 th Street South Fargo, ND 58103	\$ 7,101	\$ 14,202
2	Unknown	EACH	Hold price firm through 4/30/2017. Price does not include freight. Delivery location will be determined at time of order.	\$ 6,701	\$ 6,701 ea.

ANY ALTERATIONS OR CORRECTIONS MADE TO THE UNIT OR TOTAL PRICE MUST BE INITIALED BY THE BIDDER. FAILURE TO DO SO MAY BE CAUSE FOR BID REJECTION.

BIDDER Henderson Products Inc.

Amendment No. 1

To: ALL INTERESTED SUPPLIERS
From: North Dakota Department of Transportation
Date: December 22, 2016
Re: Amendment to Bid 765-61-16-050, Snow Plows, Straight Reversible, 12'

Bidders Instruction #9 of the solicitation established a deadline for receipt of questions. The responses to these questions are provided as addenda to the solicitation. When necessary, the solicitation has been amended.

Question 1:

Specifications for the Reversible, Snow Plow, Straight, lists approved model Henderson RSP1254ISNDMOD. Section 3.e for the moldboard on page 9 of 16 states "Adjustable pitch angle/tile from vertical of the cutting edge to the road 15 degrees to 35 degrees." The Henderson approved model has an adjustable pitch angle set at three increments; 5 degree, 10 degree and 20 degree. Is this acceptable? This attack angle will also affect the values shown in section h. Curvature. Drawings were previously submitted and approved when our product model was approved.

Answer 1:

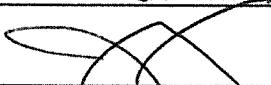
The Henderson RSP1254ISNDMOD reversible plow has been tested in real working conditions for NDDOT and has performed as desired with the above said adjustable pitch angles. NDDOT will accept this deviation on the Henderson model only because we have field tested it and pre-approved it.

Vendors are instructed to acknowledge receipt of and compliance with this amendment by signing below and returning this acknowledgement with your bid or proposal.

Any questions regarding this amendment must be submitted in writing to the undersigned Procurement Officer.

Vanessa Brosten, Procurement Officer
PHONE: 701-328-4466
FAX: 701-328-0310
E-MAIL: vbrosten@nd.gov

By my signature below, I hereby acknowledge receipt of and compliance with this amendment to the above referenced solicitation.

PRINTED NAME OF BIDDER OR OFFEROR <u>and</u> TITLE	
JENNIFER TJADEN SENIOR CONTROLLER	
SIGNATURE 	DATE DEC. 29, 2016

Henderson® SNOWFOE® RSP REVERSIBLE SNOW PLOW

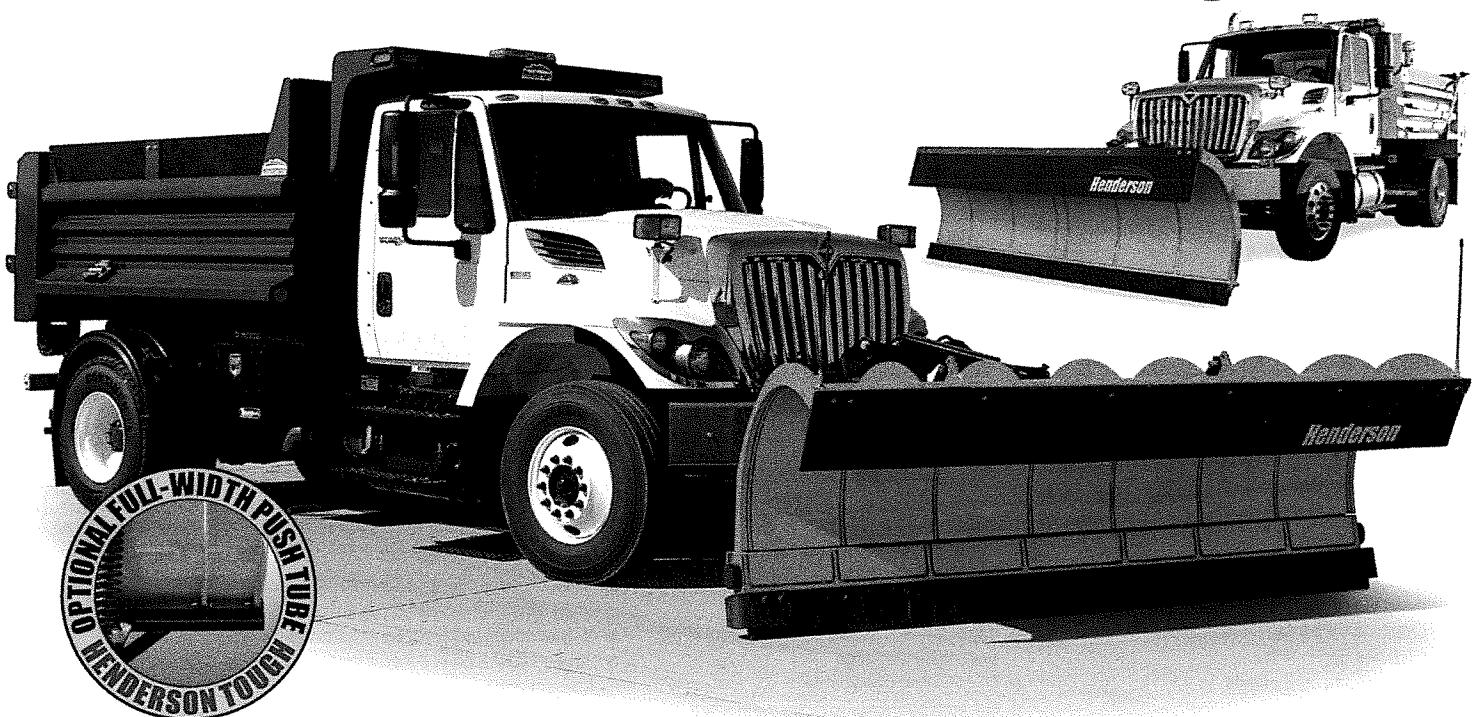
Henderson puts your snow and ice control program in the fast lane

Designed from the ground up to manhandle snow and ice, the **RSP** is state-of-the-art. Whether it be city, rural or interstate highway snow and ice control, the **RSP** (Reversible Snow Plow) takes an adversarial attitude toward the most demanding conditions. This entry into the snow and ice control field comes with an impressive pedigree: Henderson has long been recognized as a leader in spreaders and pre-wetting equipment, and the MARK Series of dump bodies is legendary.

Many innovative features have been engineered into the RSP to provide you with a plow that moves snow and ice cleaner and quicker because its unique moldboard curvature rolls material out of the way smoothly and effortlessly. With a self-cleaning design, the **RSP** reduces the chance for back-up and drift that can obscure driver vision.

The **RSP** is priced to help you stay within budget while its rugged design will serve you for years to come. Once again, you can rely on...

The Dependable Ones™



- Eight 1/2" x 3-1/2" ribs for extra strength and rigidity.
- Moldboard curvature is designed to improve snow moving capabilities while minimizing "drift".
- Supported by the Henderson Hitch, the plow in any position remains level to the road.
- One-piece moldboard is rolled instead of break-formed presenting a smooth, clean surface for better material flow.
- **OPTIONAL** - Two easily adjustable compression springs have five position settings for variable control of the trip force.
- **OPTIONAL** - Full-width push tube (14% longer than other makes) gives greater blade stability.
- Five moldboard-to-push frame pivot points more evenly distribute push force throughout the entire plow. (Six pivot points on adjustable cutting edge trip).
- 1-1/4" bushings are welded through ribs to provide greater pivot pin bearing surface and enhanced durability.
- Plow-mounted cushion valve is standard.
- Twin reversing cylinders are located above the push frame for protection against road debris.
- Three-position attack angle adjustment (5°, 10°, 20° approx.) to meet all snow and ice removal conditions.
- Moldboard height measures from the road surface to inside of arc - not top of ribs as with some manufacturers.
- Twin 3" x 10" nitrided hydraulic cylinders are double-acting for heavy-duty power reversing. Cylinders are common parts with most hitches.
- One-piece 5/8" x 8" cutting edge gives extended wear. (Carbide cutting edge optional.)
- Trip-spring anchor plates are encased and continuous welded to the push frame providing greater strength.
- All parts are continuous welded which minimizes corrosion points.
- All surfaces are high pressure cleaned and degreased with phosphate solution before powdercoat Highway Orange paint. Push frame assembly and hitch components are powder coat painted black.

Vehicle shown with optional equipment.



A. PARTS REPLACEMENT AND REPAIR:

Henderson Products Inc warrants its manufactured products to be free from defects in material or workmanship for a period of one year after delivery to the original user, or 18 months after factory invoice, whichever occurs first. This warranty of our products under normal use and service is limited to replacement and repair, at the company's factory, of any parts which are returned to the factory freight prepaid, and upon examination found to be defective.

B. EXCLUSIONS:

1. This warranty is expressly limited to parts replacement and repair, and is not transferable. Any expressed warranty not herein provided, and any remedy for breach of contract is excluded and disclaimed. The implied warranties of merchantability and of fitness for any particular purpose are limited to one year from delivery to the original user, or 18 months from factory invoice, whichever occurs first.
2. 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.
3. Henderson Products Inc shall not be liable for loss of time, manufacturing costs, labor, material, loss of profits, incidental, special or consequential damages, direct or indirect, because of defective products, whether due to claims arising under the contract of sale or independently thereof, and whether or not such claim is based on contract, tort or warranty.
4. Repairs or modifications done by others, or parts from other sources outside the company's factory are not covered by this warranty.
5. No agent, employee, or representative of Henderson Products Inc has any authority to make any affirmation, representation, or warranty concerning Henderson Products Inc products, except as specifically stated above.

WARRANTY PROCEDURE

1. Prior authorization by Henderson Products Inc must be obtained for all warranty work.
2. Contact our distributor or Henderson Products Inc giving complete details of your request, the unit involved, including serial number, date purchased, who purchased from, and the nature of or reason for the claim.
3. A Claim number will be assigned, and is required, whenever any warranty is to be paid either in the form of cash, credit, replacement of parts, or service work. The assignment of this does not guarantee warranty will be allowed. This number is to identify the request and track parts that may need to be returned.
4. When warranty replacement parts are shipped, you may be required to return defective part(s) for inspection by Henderson Products Inc or the original manufacturer. In this case, you will be invoiced for shipment of new components until the old unit is returned.

**ACTION BY UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF
HENDERSON PRODUCTS, INC.**

Sept. 11, 2015

The undersigned, being all of the members of the Board of Directors (the "Board") of Henderson Products, Inc., a Delaware corporation (the "Company"), acting pursuant to Section 141(f) of the General Corporation Law of Delaware, hereby consent to, adopt and approve the following resolutions with the same force and effect as if they had been unanimously adopted at a duly convened meeting of the Board and direct that this written consent will be filed with the minutes of the proceedings of the Board:

1. Appointment of Officer

WHEREAS, the Company's bylaws provide that the Board may elect such officers of the Company as it deems necessary to hold office until the officer's successor shall have been duly elected or until his or her prior death, resignation or removal.

WHEREAS, the Company desires to appoint Jennifer Tjaden as an officer of the Company and its Senior Controller, with such duties and authority as are customary for such position.

NOW, THEREFORE, BE IT RESOLVED, that, effective as of the date hereof, Ms. Tjaden be, and she hereby is, elected as an officer of the Company and its Senior Controller, with such duties and authority as are customary for such position.

FURTHER RESOLVED, that Ms. Tjaden shall hold such office until her successor shall have been duly elected or until her prior death, resignation or removal.

2. General Ratification and Authorization.

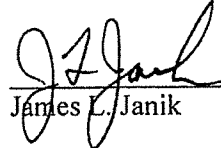
FURTHER RESOLVED, that each of the officers of the Company be, and each of them acting alone hereby is, authorized, directed and empowered on behalf of the Company and in its name to take or cause to be taken all actions and to execute and deliver all such instruments, agreements, certificates, and other documents which any such officer, or any one or more of them, approve as necessary or desirable in connection with the foregoing resolutions, such officer's taking of any such actions and his or her execution and delivery of any such instruments, agreements, certificates and other documents to be conclusive evidence that the same is in accordance with these resolutions and constitutes the duly authorized act of the Company.

FURTHER RESOLVED, that all actions heretofore taken by any officer of the Company in connection with or otherwise in contemplation of the actions contemplated by any of the foregoing resolutions be, and they hereby are, ratified, confirmed and approved.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this unanimous written consent in one or more counterparts (which may include facsimile or PDF copies), each of which shall be deemed to be one and the same instrument, as of the date first set forth above.

BOARD OF DIRECTORS:


James L. Janik


Robert L. McCormick