

Form C

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



Company Name: New Deal Deicing

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

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

Proposer's Signature:

A handwritten signature in blue ink, appearing to be "J. B.", is written over a horizontal line.

Date:

6-7-17

Review and Approved:

A handwritten signature in blue ink is written over a horizontal line.
NJPA Legal Department

Contract Award
RFP #062817

FORM D



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

AIRPORT CONSUMABLE PRODUCTS WITH RELATED SUPPLIES AND SERVICES

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

Company Name: New Deal Deicing Date: 6-7-17

Company Address: 12015 E 46th Ave, Suite 410

City: Denver State: CO Zip: 80239

Contact Person: Laura Miao Title: President

Authorized Signature:  Laura Miao
(Name printed or typed)

FORM E**CONTRACT ACCEPTANCE AND AWARD**

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

NJPA Contract #: 062817-NDD

Proposer's full legal name: New Deal Deicing

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

The effective date of the Contract will be September 26, 2017 and will expire on September 26, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on September 25, 2017

NJPA Contract # 062817-NDD

Vendor Authorized Signatures:

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

Vendor Name NEW DEAL DEICING

Authorized Signatory's Title PRESIDENT



VENDOR AUTHORIZED SIGNATURE

LAURA MIAO

(NAME PRINTED OR TYPED)

Executed on September 26 2017

NJPA Contract # 062817-NDD

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

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

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

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

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

Company Name: Berven Industries, LLC dba New Deal Deicing

Address: 12015 E 46th Ave, Suite 410

City/State/Zip: Denver, CO 80239

Telephone Number: 303-459-2500

E-mail Address: laura@newdealdeicing.com

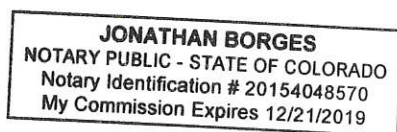
Authorized Signature: 

Authorized Name (printed): Laura Miao

Title: President

Date: 6-7-17

Notarized



Subscribed and sworn to before me this 7th day of June, 2017

Notary Public in and for the County of Denver State of CO

My commission expires: 12/21/2019

Signature: 

Form P



PROPOSER QUESTIONNAIRE

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

Proposer Name: New Deal Deicing

Questionnaire completed by: Jeremy Berven

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
 - a. **Net 30**
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?
 - a. **No**
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.
 - a. **All orders will be received and processed through our sales manager located at our national headquarters in Denver, CO. Our sales manager can be contacted 24/7 by calling 303-459-2500 or by emailing laura@newdealdeicing.com. Once an order has been received, a confirmation email will be sent to the customer. All orders ship within 24 hours unless a different timeframe is designated by the customer. The sales manager will verify compliance and keep track of all orders for quarterly reporting purposes.**
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?
 - a. **P-card purchases are accepted. A processing fee of 2.75% applies to all purchases made using a P-card or business credit card.**

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - a. **Product quality and packaging is guaranteed until the customer accepts possession of the product. After taking possession of the product, no additional product warranty is provided.**
 - Do your warranties cover all products, parts, and labor?
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?

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

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

a. Not Applicable

Pricing, Delivery, Audits, and Administrative Fee

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

a. New Deal Deicing is offering NEWDEAL® Blend Solid Airfield Deicer available in 1 metric ton supersacks or 40CT 55LB Bags.

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

a. New Deal Deicing is utilizing line item pricing for two SKU's of NEWDEAL® Blend Solid Airfield Deicer. Please refer to the Excel Spreadsheet "NEWDEAL-NJPA Price Sheet" for pricing and SKU information. Alaska, Canada, Hawaii, and the US Territories will need to contact our sales force directly for specific pricing quotes.

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

a. New Deal Deicing's pricing in response to this bid represents a 10% discount from MSRP.

10) The pricing offered in this proposal is

_____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.

_____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

___X___ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____ d. other than what the Proposer typically offers (please describe).

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

a. Volume Discounts:

i. 10-18 UNITS: \$100/unit discount from base pricing

ii. 19-20 UNITS: \$150/unit discount from base pricing

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

a. Not Applicable

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

a. Not Applicable

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

- a. Delivery is included in the product pricing listed in the Excel Spreadsheet "NEWDEAL-NJPA Price Sheet". Surcharges for "unique" delivery requirements are listed below in #16.

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

- a. Alaska shipping available: Contact New Deal Deicing for current pricing.
b. Canadian shipping available: Contact New Deal Deicing for current pricing.
c. Hawaii and offshore shipping available, although there has historically been no demand for our deicing product in these locations.

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

- a. Liftgate Service: 3% price surcharge
b. Inside Delivery: 5% price surcharge
c. Liftgate & Inside Delivery: 8% price surcharge
d. Bulk Delivery (full truckload only): 3% price surcharge

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

- a. All orders resulting from the NJPA contract will be processed and tracked by the sales manager who will verify compliance and maintain a quarterly sales log. All sales under this contract will be verified by the accounting department and will be reconciled to the sales manager's quarterly log.

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

- a. New Deal Deicing accepts the 2.0% suggested administrative fee stated in section 6.29.4.

Industry-Specific Questions

19) Describe your ability to provide compliant products and supplies (e.g. FAA, state, etc.) and include related documentation.

- a. New Deal Deicing guarantees that its NEWDEAL® Blend Deicer is always in compliance with FAA regulations. Documents showing compliance with the SAE AMS 1431D are attached.

20) Describe the compatibility of your products and supplies with industry-standard equipment. Specifically list any limitations or restrictions regarding compatibility.

- a. New Deal Deicing's NEWDEAL® Blend Deicer is a granular solid deicing product. It is compatible with industry-standard equipment.

21) Explain how your inventories are managed and your ability to meet delivery quantity needs and timelines.

- a. Initial inventory levels are determined based on historical factors in addition to seasonal projections. Levels are monitored at all times and adjusted accordingly in order to maintain sufficient product to meet all quantity needs of all customers at all times. Inventory is strategically located geographically in order to ensure expedient delivery to all customers.

22) Detail your ability to provide services, if applicable, relating to the actual use, installation, or application of your products and supplies.

- a. On-site training is available upon request in addition to web based training. New Deal Deicing staff is trained in order to assist customers with any solid deicer needs.

Signature:  Date: 6-7-17