

**Solicitation Number: RFP #031423****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Berven Industries LLC dba New Deal Deicing, 6883 E. 47<sup>th</sup> Avenue Dr., Denver, CO 80216-3410 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage Systems from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**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 May 30, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier'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 and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

B. **WARRANTY.** Supplier 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, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity'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 Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, 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 Participating Entity at the time of purchase.

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, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities 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. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell 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 Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

- Identify the applicable Sourcewell 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); and
- 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 Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity'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. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

**B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

**D. TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

## **7. CUSTOMER SERVICE**

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

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

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, 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, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment 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 Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell 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 Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier 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 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **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, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier 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, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

*3. Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

B. **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 Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

## 15. 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.

## 16. SEVERABILITY

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

## 17. 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 Supplier 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 Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the 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.

## 18. INSURANCE

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

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier 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), or equivalent.

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier 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 Supplier'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 Supplier 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, Supplier 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 Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

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

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. 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. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcwell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities 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. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’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. Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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). Supplier 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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.

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

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

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

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

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

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

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

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

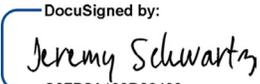
## **22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 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 Supplier's

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Berven Industries LLC dba New Deal Deicing

DocuSigned by:  
  
 C0FD2A139D06489...  
 By: \_\_\_\_\_  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 5/17/2023 | 6:41 PM CDT  
 Date: \_\_\_\_\_

DocuSigned by:  
  
 00A451A1B1C5406...  
 By: \_\_\_\_\_  
 Jeremy Berven  
 Title: Executive Vice President  
 5/17/2023 | 1:15 PM PDT  
 Date: \_\_\_\_\_

Approved:

DocuSigned by:  
  
 7E42B8F817A64CC...  
 By: \_\_\_\_\_  
 Chad Coquette  
 Title: Executive Director/CEO  
 5/17/2023 | 9:22 PM CDT  
 Date: \_\_\_\_\_

# RFP 031423 - Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage Systems

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## Vendor Details

Company Name: Berven Industries LLC  
Does your company conduct business under any other name? If yes, please state: New Deal Deicing  
Address: 6883 E 47TH AVENUE DR  
DENVER, CO 80216  
Contact: Laura Miao  
Email: laura@newdealdeicing.com  
Phone: 303-459-2500  
HST#: 80-0119878

## Submission Details

Created On: Tuesday February 14, 2023 09:24:34  
Submitted On: Wednesday March 08, 2023 12:47:06  
Submitted By: Laura Miao  
Email: laura@newdealdeicing.com  
Transaction #: 0d270efe-dc92-4a85-80d5-61af517ee069  
Submitter's IP Address: 208.46.86.42

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Berven Industries LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	New Deal Deicing
4	Provide your CAGE code or Unique Entity Identifier (SAM):	NU5HLVVMAXG4
5	Proposer Physical Address:	6883 E 47th Avenue Dr. Denver, CO 80216-3410
6	Proposer website address (or addresses):	www.newdealdeicing.com
7	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 and, in the event of award, will be expected to execute the resulting contract):	Jeremy Berven Executive Vice-President New Deal Deicing 6883 E 47th Avenue Dr. Denver, CO 80216 303-459-2859 jeremy@newdealdeicing.com
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jeremy Berven Executive Vice-President New Deal Deicing 6883 E 47th Avenue Dr. Denver, CO 80216 303-459-2859 jeremy@newdealdeicing.com
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Laura Miao President New Deal Deicing 6883 E 47th Avenue Dr. Denver, CO 80216-3410 303-459-2500 laura@newdealdeicing.com

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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10	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>The New Deal business venture started in 2008, deep in the hills of the Ozark Mountains. One of the founders, Jeremy Berven, operated a small commercial service airport just outside of Branson, Missouri. Trying to run a safe winter operation with limited equipment and personnel, he struggled with the performance of the two non-chloride pavement deicing products available to him. With the goal of developing a more effective, longer-lasting non-chloride pavement deicer to help budget-limited entities run more efficient operations, Jeremy and his wife Laura, founded New Deal Deicing.</p> <p>As the years progressed, many municipal, educational and commercial entities have become loyal patrons of New Deal Deicing's collection of non-chloride pavement deicers and brine equipment. The products that New Deal sells are innovative and have unique features and benefits that help users get the maximum effectiveness out of the deicers that they purchase. Over the last 15 years, The Company's mission has never wavered. We focus on the Users, not the market share; on the Right way, not the easy way; on the Purpose, not the growth. The Company continues to bring innovation to an otherwise stagnate industry. In 2010, New Deal introduced the first colored (blue) deicer to the non-chloride market so that users could see the deicer application rate on white snow. In 2011, it introduced the first ever single-step release bag that allows users to open and dump one ton of deicer in less than 20 seconds. Traditional bags required users to stand underneath the bag to open them by hand, imperiling staff safety. In 2012, the Company developed a nationwide distribution network that guarantees next-day product delivery to 80% of its customers and two-day delivery to 98% of all customers. This guarantees that patrons of New Deal Deicing always receive deicing products in time to use them. In 2013, New Deal introduced complementary interactive online training for all users to optimize their usage experience. In 2017, the Company formulated a non-chloride brine specific deicer and started offering brine making equipment to give our customers more ways to formulate and mix their own liquid deicing products. Today, New Deal continues to innovate and improve its products and services to provide its patrons with the best choices of non-chloride deicers and brine equipment in the industry.</p>
11	What are your company's expectations in the event of an award?	<p>New Deal Deicing is the market leader in innovation and delivery in the aviation specific non-chloride deicer market. As awareness grows about the benefits of using non-corrosive environmentally friendly products for snow and ice control pavement surfaces, the Company plans to continue to expand its product offerings to better serve new and existing customers in the municipal, educational, and governmental sectors. These customers will benefit from the innovative products, reduced corrosion and brining capabilities that New Deal offers.</p>
12	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>New Deal Deicing has been actively growing its market share of the non-chloride deicing market for the past 15 years. During this time, the Company has successfully completed, to all requirements and specifications, a minimum of 25 long-term contracts including a previous 5-year contract with Sourcewell as well as contracts with municipalities, educational institutions, and individual states including the State of Alaska.</p> <p>As a privately-held company, New Deal Deicing does not issue public financial statements; however, to help demonstrate its financial viability, the Company has attached a bank reference letter and a copy of a \$2.48 million performance and payment bond issued to the State of Alaska for a long-term supply contract held there.</p>
13	What is your US market share for the solutions that you are proposing?	<p>The non-chloride deicing products market is segmented between aviation and non-aviation customers. Within the aviation market, New Deal currently has a 99% market share for brinable deicing products and a 40% share for solid pavement deicing products. Outside aviation, the Company has a smaller, but rapidly growing share of the market. For non-chloride solid deicing products, both brinable and non-brinable, New Deal estimates to have less than a 20% share of the market. Recently, awareness has increased among municipal and educational entities regarding the benefits of using non-chloride deicers to prevent corrosion and reduce environmental impact. This trend has turned sharply upwards since the pandemic due to the significant cost increases related to construction, repair, and maintenance. Riding this trend, New Deal anticipates rapid expansion into the municipal, educational and governmental sectors in the coming years.</p>
14	What is your Canadian market share for the solutions that you are proposing?	<p>New Deal Deicing occasionally sells to Canada; however, the Company does not have a significant business presence there at this time.</p>
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>No.</p>

16	<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>New Deal Deicing operates both as the manufacturer and as the primary distributor of a line of non-chloride deicers and brining equipment. New Deal Deicing's corporate and manufacturing headquarters are located in Denver, Colorado. From the corporate office New Deal operates a nationwide sales and distribution network that has been designed to promote the Company's de-icing and brining products and services. In the corporate office, New Deal operates both an outside sales and inside sales team. The outside sales team is responsible for attending a minimum of ten (10) industry trade shows per year across the USA. This team also visits a minimum of 50 prospective and existing customers each year. The inside sales team also operates out of the corporate office and corresponds with prospective and existing customers via email, text, and phone.</p> <p>Additionally, New Deal Deicing operates a nationwide network of dealers and independent sales reps.</p> <p>New Deal Deicing currently has dealers and third-party resellers in four states and boasts a robust independent sales network that spans the contiguous US and the State of Alaska. Currently the Company has eight (8) independent sales reps with hands-on knowledge and experience using New Deal's non-chloride deicing products and brining equipment. These sales reps are available via telephone, text, and email to promote New Deal's products and to assist new and existing customers with applications and usage questions pertaining to best usage practices when using solid and brined products.</p>	*
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>To support the Company's sales and distribution network, New Deal Deicing is physically registered with the Secretary of State and taxing entities in the states where it runs warehousing and distribution operations including Washington, Colorado, Missouri, Indiana, and New Jersey. Additionally, New Deal holds state business licenses in the State of Alaska and Maryland. It also operates in 35 other states; however, due to interstate commerce laws, the Company is not required to have specific entity registrations in those locations.</p> <p>Specific to its product offerings, New Deal Deicing maintains independent lab certifications that demonstrate compliance with SAE AMS 1431E for solid products and SAE AMS 1435D for liquid brined products. The product certification standards of SAE AMS 1431 &amp; 1435 are the gold standard for corrosion compatibility of non-chloride deicing products. Products are also tested to PNS specifications (Pacific Northwest Snowfighters), a well known set of standards that many municipal users recognize. See attached certifications.</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>N/A. No occurrences.</p>	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
19	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>From time to time, New Deal Deicing receives letters of appreciation for its distinguished service to its customers. Attached to this RFP is a letter of appreciation from Nashville Int'l Airport. Also attached is a list of written testimonials from customers of New Deal Deicing's products and services.</p>	*
20	<p>What percentage of your sales are to the governmental sector in the past three years</p>	<p>70%</p>	*
21	<p>What percentage of your sales are to the education sector in the past three years</p>	<p>4%</p>	*
22	<p>List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>	<p>Sourcwell is the only coop contract New Deal has previously participated in.</p> <ol style="list-style-type: none"> <li>1. \$384,605 Q1-Q3 in 2022.</li> <li>2. \$359,626 in 2021.</li> <li>3. \$510,822 in 2020</li> </ol>	*
23	<p>List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>	<p>New Deal's GSA contract started in November 2021. Sales volume \$311,530 in 2022.</p>	*

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
University of Connecticut Health Center	Margaret Roy	860-679-1988	*
University of Kentucky	David Stefanic	859-257-5792	*
North Dakota State University	Cathy Powers	701-231-5672	*

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** 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 *	
University of Connecticut Health Center	Education	Connecticut - CT	Supply of non-chloride deicer for parking and walkway surfaces.	\$56,733	\$170,200	*
University of Kentucky	Education	Kentucky - KY	Supply of non-chloride deicer for parking and walkway surfaces.	\$12,711	\$152,541	*
University of Rochester	Education	New York - NY	Supply of non-chloride deicer for parking and walkway surfaces.	\$16,217	\$48,650	*
University of Illinois	Education	Illinois - IL	Supply of non-chloride deicer for parking and walkway surfaces.	\$11,026	\$99,236	*
Ohio State University	Education	Ohio - OH	Supply of non-chloride deicer for parking and walkway surfaces.	\$4,926	\$29,554	*

**Table 6: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *	
26	Sales force.	<p>The New Deal Deicing sales force is led by Laura, the Owner and President of New Deal Deicing. She is responsible for the primary outside-sales arm of the corporate sales department based in Denver, CO. As the outside-sales representative of the Company, Laura attends a minimum of ten (10) industry trade shows annually and makes a minimum of 50 customer visits annually. Additionally, there are two inside sales representatives based at the headquarters office. Not only do the inside sales reps interface with prospective and current customers, but they also support Laura with outside sales functions from time-to-time. All outside and inside sales reps based in New Deal's corporate office also function as customer service reps during the primary sales season to ensure a seamless customer experience between sales, customer service, delivery and implementation of all product and equipment sales.</p> <p>New Deal Deicing also boasts a robust third-party sales network spread across the United States. The Company currently has eight (8) independent sales reps ranging in location from Alaska to New York. All independent reps are required to have hands-on experience using New Deal's non-chloride deicing products and liquid brining equipment. The reps in the New Deal network refer potential customers to the corporate sales team and support new and existing customers with product usage as well as new equipment set-up and training.</p>	*

27	Dealer network or other distribution methods.	<p>New Deal Deicing has a small, but growing dealer network to support regional customer sales and distribution. Currently, New Deal has four dealers that represent four different geographic regions of the country. One is located in Kansas and supports customers in the south-central region of the country including the states of Kansas, Missouri, Oklahoma, and Texas. Another dealer is located outside Chicago, IL and supports customers in the Great Lakes region including Illinois, Indiana and Michigan. The third dealer is located in New York and supports customers in the Northeast. The fourth dealer is located in Vermont and supports customers in the New England region.</p> <p>In terms of distribution, New Deal Deicing has set-up a state-of-the-art nationwide distribution network to ensure deicing products are delivered to 80% of all customers within 24-hours of order and 98% within 48 hours. To accomplish this, fully stocked distribution centers are located across the country in Seattle, WA, Denver, CO, St. Louis, MO, Indianapolis, IN, and Newark, NJ. To ensure expedited freight, New Deal has contract rates for guaranteed service with eight (8) major and regional transportation firms. For equipment sales of briners and brine makers, New Deal ships equipment out of Pennsylvania. All equipment is custom made-to-order with a three (3) week lead time.</p>	*
28	Service force.	<p>Service and delivery is a critical part of New Deal Deicing's mission to serve and support its customers. New Deal's corporate inside-sales reps also function as customer service reps to ensure that all customers are handled as quickly and efficiently as possible. These staff members receive calls, answer questions, process orders, arrange shipping, check on delivery status and solicit customer feedback to ensure the entire sales and usage process is as smooth and efficient as possible. To enhance the customer experience, the inside-sales reps are supported by the network of the eight independent sales reps. The independent reps support new and existing customers with usage information, tips, and guidance. Additionally, New Deal's four regional dealers are set-up to help and provide onsite-support to customers in their respective geographic regions.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The order fulfillment process is handled by the inside-sales and service reps in New Deal's corporate office in Denver, CO. Third party orders received by New Deal's independent sales reps are forwarded to the corporate office for processing. Orders received by dealers are processed on a case-by-case basis. Dealers that have inventory will ship and deliver directly to the customer. If a dealer lacks available inventory, orders will be forwarded to the corporate office for processing. After processing, the order will be drop shipped from one of New Deal's distribution centers.</p> <p>Orders received by the corporate office are processed within the hour. Shipping instructions and bills of lading are generated by the corporate office and then forwarded to the designated outbound distribution center. Once an order has been processed and an outbound load booked, sales reps notify customers of the expected shipment and delivery date. Orders received after 5pm on normal business days will be processed and shipped on the next business day unless rush service is requested. Rush orders for de-icing product are always processed immediately and shipped with 2-4 hours.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Responsiveness and quick order processing is an integral part of New Deal Deicing's service program. New Deal Deicing has an internal goal of processing all orders within 60 minutes of being received. Orders for non-chloride deicing products are shipped same-day for orders received before noon. Orders received after noon, but before 5pm are processed same day, but shipped next business day. Rush orders are processed and shipped within 4 hours regardless of day of the week. Orders for brining equipment and liquid sprayers are processed same business day. Normal lead times for those products are 3-weeks ARO (after receipt of order).</p> <p>To incentivize quick response and fast order processing, New Deal management tracks order processing times for all sales/customers service reps. Incentives in the form of quarterly bonuses are paid for maintaining order processing goals. Missed goals result in a performance improvement plan being established for the employee or service provider.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>New Deal Deicing actively seeks to engage with all participating Sourcewell entities in the United States.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>New Deal Deicing is able and willing to service and ship to all locations within Canada; however, all New Deal shipments are subject to customs entry and inspection at the international border.</p>	*

33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	New Deal Deicing currently serves all geographic areas within the United States including Alaska. New Deal Deicing is also able and willing to service and ship to all locations within Canada; however, all New Deal shipments are subject to customs entry and inspection at the international border. Due to the potential for entry delays, many Canadian customers are reluctant to use US based companies such as New Deal Deicing. At this time, New Deal Deicing does not have a physical presence in Canada.	*
34	Identify any Sourcewell participating entity 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?	New Deal Deicing intends to fully serve all entity sectors through the proposed Sourcewell contract. New Deal already has a nationwide sales and distribution presence with an enhanced regional presence in specific geographic regions through its dealer and independent rep networks. New Deal has an existing GSA contract, which is primarily utilized by purchasing entities associated with the federal government. Municipal, educational, and non-profit entities are more familiar with Sourcewell. As a result, the Company intends to promote the Sourcewell coop purchasing program with these entities.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	New Deal has no restrictions that would limit serving entities outside the continental US including Alaska, Hawaii, or US Territories.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *	
36	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>The New Deal Deicing's sales reps engage in a variety of marketing strategies to promote its product and sales offerings. The Company engages in direct sales by attending a minimum of ten (10) industry trade shows annually, conducting well over fifty (50) annual customer &amp; prospect visits, and engaging in a variety of direct call, mailer and email solicitations. Indirect sales involve industry publication advertisements and website presence. The initiation of any new Sourcewell contract will be proudly communicated to all prospective and current customers and will be added to all marketing publications and website documents.</p> <p>After receiving a Sourcewell Contract award, all New Deal sales reps and dealers will be expected to notify all current and future contacts about Sourcewell's purchasing options. A sample of New Deal's current and prospective advertising materials has been attached to this bid.</p>	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	New Deal Deicing utilizes the internet, website, email and text messaging to communicate information and sales offerings to prospective and current customers. The Company contracts with an experienced website optimization firm to continually update website information including keywords and search trends to ensure that New Deal Deicing's website and products appears near the top of web searches related to our products. Additionally, New Deal partners with its dealers to optimize their websites and Facebook/Twitter feeds to continually promote New Deal's product offerings. Any news or new contract offerings related to this Sourcewell contract will be updated and pushed out simultaneously on the web and through the dealer and independent rep. network.	*
38	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?	<p>In New Deal Deicing's opinion, Sourcewell has done an excellent job of promoting and educating buyers about their cooperative purchasing program. New Deal has found that most buyers are familiar with Sourcewell due to the educational and promotional activities of the Sourcewell Team. New Deal's only request of Sourcewell would be to notify all potential buyers of any new contract awards and make it easy for potential buyers to identify New Deal Deicing, should it be awarded a contract, as a contract holder.</p> <p>Upon receipt of a Sourcewell contract, New Deal Deicing will update all website and advertising media to reflect its status as a current contract holder. All sales reps and dealers would be informed of the contract and be required to notify all current and future customers of the availability to purchase off of the Sourcewell contract.</p>	*
39	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.	New Deal Deicing doesn't have a specific e-procurement ordering system; however, a majority of new and returning customers currently place orders for products via email to one of the Company sales reps or through the "contact us" portion of the website. These orders are received promptly and processed in a matter of minutes. All users including governmental, educational and commercial customers are welcome to order this way.	*

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	New Deal Deicing provides multiple training opportunities for customers and new users. New Deal Deicing has developed an interactive online learning management system (LMS) for users of its non-chloride deicing products. This training is available 24/7 to all users of New Deal's products. Additionally, New Deal offers group training through a Teams or Zoom platform to allow for interactive training discussions with a group of individuals. Both types of training are free of charge to all users. For those that want onsite group training or assistance setting up new brine equipment, New Deal offers onsite training to users for a nominal fee of \$500 per day plus travel expenses. Onsite training is conducted by one of the corporate or independent sales reps.
41	Describe any technological advances that your proposed products or services offer.	Although salt brining is a well-established practice in some parts of the deicing industry, it is still in its infancy within the non-chloride sector of the deicing industry. As such, New Deal has developed the first and only brinable deicing product that meets the standard of SAE AMS 1435. To facilitate easy brining of its non-chloride products, New Deal also sells a brine system compatible with brining of its non-chloride deicers. To ensure the right concentration of product is obtained, New Deal also offers a custom programmed MISCO refractometer to customers to ensure that they mix the right concentration of NEWDEAL brine with each batch.
42	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.	New Deal Deicing does not have any certified "green" initiatives, although, it does have a pallet recycling program set-up with certain customers. All of New Deal's non-chloride deicing agents are fully biodegradable, environmentally friendly products that have minimal impact to the environment.
43	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.	New Deal Deicing non-chloride ice melt products contain raw materials that have a minimum of 40% renewable carbon content. The raw materials carry an ISCC PLUS certification from the supplier.
44	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.	Berven Industries LLC dba New Deal Deicing is a certified DBE through the Colorado Department of Transportation. The DBE status was obtained due to the fact that the Company is a woman and minority owned small business enterprise. The latest CDOT DBE certification document is attached to this bid.
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>New Deal Deicing is the only company in the United States that is currently producing and distributing a brinable deicing product that meets the certification standard of SAE AMS 1435. Products that meet the standard of SAE AMS 1435 are certified to be non-corrosive and certified safe to use around a variety of metals, plastics, and painted products.</p> <p>Additionally, New Deal Deicing distributes a series of Turbo Turf™ briners that are designed for and compatible with NEWDEAL® BrineX deicer. Every customer purchasing NEWDEAL® BrineX deicer is provided training on how to properly brine New Deal's products to ensure compliance with the SAE AMS 1435 certification. A custom programmed state-of-the-art MISCO refractometer is made available to all customers that wish to verify brine concentration accuracy to within 0.1% after an instant 3 second analysis.</p> <p>Additional unique attributes of New Deal's products include the following:</p> <ol style="list-style-type: none"> <li>1. All supersack bags are designed with a single step remote-open supersack that dumps a full ton of deicer within 20 seconds. This increases staff safety and prevents personnel from having to stand under the bag to open it.</li> <li>2. Interactive online training for all users available 24/7 via New Deal Deicing Learning Management System.</li> <li>3. All of New Deal's deicing products are tested and certified to be less corrosive than tap water per the NACE PNS (Pacific Northwest Snowfighters) test method.</li> </ol>

**Table 9: 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 *
46	Do your warranties cover all products, parts, and labor?	Yes, New Deal Deicing's written warranty covers all products, parts, and labor.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Berven Industries, LLC dba New Deal Deicing ("the Company") warrants all products manufactured by it or distributed by it to be free from defects in materials and workmanship under normal use and in service for which the product is intended.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	At the Company's option, a repair or replacement of part(s) under warranty may be done either at Company's facility or purchaser's location.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Warranty service is valid in all areas that New Deal Deicing operates.
50	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?	New Deal Deicing's responsibility will be to act as liaison between original manufacturer and purchase to honor third party's warranty.
51	What are your proposed exchange and return programs and policies?	At the Company's option, a repair or full replacement under warranty will be performed at the Company's facility or purchaser's location.
52	Describe any service contract options for the items included in your proposal.	New Deal Deicing does not currently offer any service contract options for its products.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	New Deal Deicing's standard payment terms are Net 30; however, Net 45 and Net 60 terms are available if requested. New Deal Deicing accepts payments via check, cash, ACH, wire, credit card and P-card.
54	Describe any leasing or financing options available for use by educational or governmental entities.	New Deal Deicing does not currently have specific leasing or financing options; however, customer payment terms are flexible between Net 30 and Net 60 depending on need.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Prospective customers are provided with a standard quote form (attached). Once a customer issues a PO or other order request, an order acknowledgement is sent out confirming the order (attached). After an order has been successfully completed, an invoice is issued to the customer (see attached).
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. P-cards and credit cards are accepted for payment. No additional cost is required to use these forms of payment.

**Table 11: 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 Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *

57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. 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.	The proposed Sourcewell contract pricing model is based on line-item discounts. All items are priced FOB origin distribution center. Shipping is added per destination requested. Please see attached SKU list for line-item pricing.	*
58	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.	All SKU items in the proposal are priced with a set percentage discount from MSRP/list price. The discount percentage range varies from 10% to 20% based on item. See attached SKU list for line item pricing.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Purchases of full truckload quantities of non-chloride non-corrosive deicing products, of at least 20 skids, receives an additional 2% discount.	*
60	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.	New Deal Deicing anticipates selling primarily off of the proposed SKU list; however, if a Sourcewell customer requests a "sourced" product not present on the current SKU, New Deal Deicing intends to price the item at 10% below the current MSRP/list price. For requests related to non-standard options or accessories, New Deal will price the option at cost plus 10%.	*
61	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.	There are no mandatory charges associated with the purchase of any of New Deal Deicing's product offerings. The only optional charge that a customer may incur would be for onsite training and onsite equipment set-up. Please note that any remote training via LMS, telephone, zoom, or other electronic means will not incur any additional fees. For physical onsite training, the fee is \$500 per day plus actual travel expenses.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Freight charges are an additional cost for Sourcewell participating entities; however, Sourcewell participating entities always have the option to arrange freight pick-up themselves at no additional cost.</p> <p>If a Sourcewell participant decides to book freight through New Deal Deicing, New Deal will obtain a minimum of three quotes from reputable nationwide freight companies and present the participant with the prices and transit time options. Once the customer gives the approval, New Deal Deicing will book the freight and arrange the shipment. Shipments are always arranged to the customer's door.</p> <p>New Deal Deicing will monitor the shipment throughout the process, while providing daily status updates to the customer. Once the shipment arrives, a New Deal sales rep will check on the customer to determine that the delivery went smoothly and everything arrived. After confirming that the shipment arrived in good order, New Deal Deicing will invoice the customer per the payment terms agreed upon before order placement. If the shipment didn't arrive as expected, New Deal will arrange to repair, return, or replace the damaged item(s). All items will be repaired or replaced before New Deal bills the customer for the order.</p>	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	New Deal Deicing has extensive experience shipping products to Alaska and other off shore and island locations. Freight arrangements will be handled in a similar fashion as regular freight shipments. Freight will be quoted and options presented to Sourcewell participants before any freight is booked. The main differences between standard 'lower-48' freight options and those serving remote locations include longer transit times, higher freight rates and limited door delivery options. All freight options and prices will be presented to Sourcewell participants before executing any order requests.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	New Deal Deicing has a state-of-the-art nationwide distribution network to ensure deicing products are delivered to 80% of all customers within 24-hours of order and 98% within 48 hours. To accomplish this, fully stocked distribution centers are located across the country in Seattle, WA, Denver, CO, St. Louis, MO, Indianapolis, IN, and Newark, NJ. To ensure expedited freight, New Deal has contract rates for guaranteed service with over ten (10) major and regional transportation firms.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	New Deal Deicing recognizes the powerful brand loyalty and following that Sourcewell has created. New Deal wishes to recognize participating entities by giving them more competitive pricing than available to non-participating entities.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
66	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 participating entities 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. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>New Deal Deicing will be using a three-tiered approach to recording and auditing the sales generated by Sourcewell participants. The first tier of compliance control starts with the corporate sales rep that quotes the initial sale. The sales reps are required to check New Deal's sales software for contract pricing schedules and verify if they qualify as a Sourcewell participant. If a prospective customer does not appear to be a Sourcewell participant, the sales rep is required to check with the prospect as well as check the most recent Sourcewell customer list for potential matches. If a match is found, the sales rep is required to update the New Deal sales software and provide the customer with the preferred Sourcewell pricing.</p> <p>The second tier of audit control is from the New Deal Corporate Sales Manager. The Sales Manager is responsible for checking and compiling final customer invoices. During the audit process, the Sales Manager will cross check the customer and pricing against the New Deal sales software to ensure that the proper price has been provided. Once the invoice has been approved and marked as Sourcewell pricing, it is forwarded to accounting for final verification and entry.</p> <p>The third and final tier of compliance control is by the chief financial officer. When customer invoices are entered into the accounting software system, they are cross-checked with the current contract pricing list for verification and accuracy. This includes checking them against current Sourcewell pricing and participants. Sourcewell specific participants are marked in the customer accounting profile and added to a Sourcewell Customer List. Every quarter, a Sourcewell Customer list report is generated and the CFO and Sales Manager review the list for accuracy before sending it to Sourcewell for audit purposes. A bill is entered in the New Deal accounting system for processing. A check is then issued to Sourcewell on the date of the next check run.</p>
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.	<p>It is New Deal Deicing's expectation to steadily grow the number of customers participating in the Sourcewell pricing program. To track growth and participation, New Deal expects to use the following metrics.</p> <ol style="list-style-type: none"> <li>1. Percent of Sourcewell sales to total sales.</li> <li>2. Percent of Sourcewell customers to total customers.</li> <li>3. Year-over-year growth of Sourcewell sales volume.</li> <li>4. Year-over-year growth of Sourcewell customer growth.</li> </ol> <p>New Deal Deicing expects to see steady percent growth in year-over-year Sourcewell sales and Sourcewell customers. Internally, New Deal Deicing would like to see a minimum of a 25% increase in both metrics for each year of the contract.</p>
68	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.)	New Deal Deicing proposes a fee totaling 2% of gross sales volume.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>New Deal Deicing is an industry leader that specializes in creating solid and brinable non-chloride non-corrosive deicing products that meet the stringent testing standards of SAE AMS 1431E (solid) and SAE AMS 1435D (liquid). New Deal's solid and brined products are specifically designed for snow and ice control of pavement areas where corrosion is a primary concern and strict environmental standards exist. Areas requiring enhanced corrosion control include parking garages and decks, elevated roadways and bridges, hospitals, universities, museums, municipal utility plants, curbsides and walkways, building entries and exits, physical plants, helpads and aviation entities.</p> <p>New Deal Deicing offers a complete set of non-chloride deicing solutions including solid deicers, brine systems, liquid sprayers, and brine analysis equipment.</p> <p>In terms of non-chloride deicing products, New Deal Deicing is offering its premium NEWDEAL BrineX brinable solid pelletized deicer in 1-ton, half-ton, and 40 lb bag options. It also offers a lower-cost non-chloride sodium formate option in 1 ton and 55 lb bag options.</p> <p>To facilitate brining of its NEWDEAL BrineX non-chloride deicer, New Deal Deicing offers a range of brining equipment including 250-, 450-, and 800-gallon briners. To ensure quick and accurate analysis, New Deal provides a customized Misco PA-202 refractometer to analyze brine concentrations in a matter of seconds.</p> <p>Once the brined deicer has been properly formulated, New Deal has solutions for spraying the deicer on pavement surfaces. These include a variety of drop in sprayers for single lane and multiple lane applications. These come in capacities ranging from 100-gallon to 300-gallon sizes, perfect in size for a small to medium sized pick-up truck.</p> <p>In terms of safety, New Deal Deicing's deicing agents have been tested to be less corrosive than tap water by standards set by the Pacific Northwest Snowfighters (PNS). Additional independent lab testing has shown that NEWDEAL BrineX solid requires 50% less oxygen to biodegrade than its closest non-chloride competitor, calcium-magnesium acetate (CMA). On the liquid side, NEWDEAL brine requires 3x less oxygen to biodegrade and is 5x less toxic to aquatic wildlife than its closest non-chloride competitor, which is liquid potassium acetate. Both New Deal's solid and liquid deicers have been proven to be equal if not better than their closest counterparts.</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Non-chloride de-icer. Non-corrosive de-icer. Brine compatible de-icer.

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

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

Line Item	Category or Type	Offered *	Comments
71	Salt;	<input type="radio"/> Yes <input checked="" type="radio"/> No	New Deal Deicing produces and sells various non-chloride non-corrosive salt blends containing corrosion inhibitors. Although these products are sodium-salt based, they are not rock salt (sodium chloride).
72	Brine;	<input type="radio"/> Yes <input checked="" type="radio"/> No	New Deal Deicing sells full-package solutions that enable customers to create their own non-chloride salt brines on-site. New Deal believes in supporting customers' brining ambitions to create their own brines to maximize the full cost savings potential. For that reason, New Deal does not currently sell brine directly to its customers; however, some of New Deal's dealers offer their customers the option of brining and delivering their de-icer for them.
73	Anti-icing or or de-icing solids, liquids, and agents designed or intended for de-icing or anti-icing applications;	<input checked="" type="radio"/> Yes <input type="radio"/> No	New Deal Deicing sells non-chloride deicing agents, ultra low-corrosion deicing agents and brine compatible deicing agents.
74	Storage tanks and systems designed to produce brine, anti-icing, or de-icing agents with related supplies and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	New Deal Deicing sells brine systems designed to produce anti-icing and de-icing agents. New Deal also sells liquid salt brine sprayer systems and brine concentration analyzers that use refraction technology.

**Table 15: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 75. NOTICE:** To identify any exception, or to request any modification, to the Sourcwell 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 Sourcwell 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 Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - NEWDEAL - 2023 Sourcwell bid price sheet.pdf - Friday March 03, 2023 12:20:27
- [Financial Strength and Stability](#) - Financial Viability Cover & Submission.pdf - Tuesday March 07, 2023 19:30:20
- [Marketing Plan/Samples](#) - New Deal Sourcwell Marketing Submission.pdf - Monday March 06, 2023 19:07:24
- [WMBE/MBE/SBE or Related Certificates](#) - CDOT\_Letter\_DBE Certification 2023.pdf - Friday March 03, 2023 12:33:39
- [Warranty Information](#) - NEW DEAL WARRANTY STATEMENT.pdf - Friday March 03, 2023 12:39:39
- [Standard Transaction Document Samples](#) - Transaction Docs Cover & Submission.pdf - Wednesday March 08, 2023 12:33:58
- [Upload Additional Document](#) - ADD'L DOCS - Cover.pdf - Monday March 06, 2023 12:34:48

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the 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
<b>Addendum_2_Salt_and_Brine_RFP_031423</b> Mon March 6 2023 04:36 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Salt_and_Brine_RFP_031423</b> Thu February 16 2023 02:52 PM	<input checked="" type="checkbox"/>	1