

ISSUED: 09-06-2017
REVISED: 10-02-2017

INSTRUCTIONS TO BIDDERS DEICING FLUID

The Capital Region Airport Authority (CRAA) hereby invites from persons, firms, or corporations, who meet the qualifications hereinafter set forth, sealed bids to provide Deicing Fluid for use at Capital Region International Airport, Lansing, Michigan.

For the information of prospective bidders and their convenience in the submission of a bid, the following documents, which constitute the bid Package, are being furnished to each bidder and are attached hereto:

1. Instructions to Bidders;
2. Deicing Fluid Specifications;
3. Bid Form

This bid package shall constitute contract documents for successful bidder. Please read all terms and conditions thoroughly before submitting bids. It is the intention of the CRAA to select one (1) qualified deicing fluid supplier.

Each bidder must complete and return the attached Bid Form, filling in the forms completely and in full accordance with these instructions; so that the bid is received in the office of the Capital Region Airport Authority, Capital Region International Airport, Lansing, Michigan, by 3:30 p.m. Monday November 6, 2017. Bids received after this specified time will not be given consideration. **Bid forms returned without authorized signature will be rejected in whole.**

The CRAA reserves the right to consider the relative experience and qualifications of each of the respective bidders and to select the bidder to whom it will award the bid.

The CRAA reserves the right to reject any and all bids and to waive any informality or irregularity in the submittals. The CRAA shall be the sole judge of the adequacy of bidder's qualifications. The CRAA will award to the bidder best meeting the airport's needs, as determined by the CRAA in its discretion. The CRAA is not bound to award the Concession to the lowest bidder. The CRAA reserves the right to negotiate with one or more bidders after opening bids. The CRAA may, in its discretion, conduct one or more interviews with bidders prior to selection.

Should a bidder find any discrepancy in or omissions from these "Instructions" or other bid documents, he/she should at once notify the CRAA in writing, which will send clarifying written instructions to all prospective bidders. The CRAA will not accept responsibility for any other explanations or interpretations of the instructions. Bids shall be submitted ATTN: Ron O'Neil, Director of Maintenance Capital Region Airport Authority 4100 Capital City Blvd. Lansing MI 48906.

No bid will be considered from any person, firm or corporation who has failed to perform acceptably any existing or prior contract or agreement with the CRAA. Questions will be addressed by Kevin Miller Airfield Manager 517-881-0664.

Ron O'Neil
Director of Maintenance

SPECIFICATIONS FOR DEICING FLUID

A. SCOPE

These specifications cover a potassium-acetate based deicing/anti-icing fluid in the form of a concentrated liquid meeting FAA approved specification **SAE AMS 1435C**.

B. FLUID SPECIFICATIONS

1. Fluid shall be minimum 50% potassium acetate by weight with a freezing point of -76 degrees Fahrenheit (-60 degrees Celsius) or lower (method ASTM D1177).
2. Fluid shall contain no urea, ethylene or propylene glycol.
3. Fluid density shall be 10.68 pounds/U.S. gallon (1.28 kg/1) at 68 degrees Fahrenheit (20 degrees Celsius).
4. Fluid pH shall be in the range of 10.5-11.5.
5. For long term storage purposes, fluid shall be stable and shall not separate in storage.

C. INFORMATION TO BE SUPPLIED BY VENDOR

1. Name and location of the fluid production site and a copy of independent laboratory certification of the fluid to AMS 1435C. The certification shall be dated within 24 months of bid submittal. Fluid manufactured under license or by a subcontractor will not be accepted, successful bidder must produce the fluid and its primary component potassium acetate.
2. A complete acute aquatic toxicity test report for the fluid. The report shall be by an independent party and state compliance with U.S EPA test methods 40 Code of Federal Regulations parts 797.1300 and 797.1400.
3. A report of the fluid's biochemical oxygen demand (BOD) and theoretical total oxygen demand (TOD). The report shall be by an independent party and state compliance with EPA test methods.
4. A report of the fluid's components. This report shall be for fluid vendor is bidding and shall contain all ingredients used in manufacture of the fluid, manufacturing processes, and methods of inspection on fluid. Should it become necessary to change ingredients or manufacturing processes, successful bidder shall not do so without submitting changes for approval by the Authority and, if requested, a sample of the fluid manufactured with new ingredients and processes. Fluid manufactured with new ingredients and under new manufacturing processes shall not be shipped prior to approval by the Authority and all information required to be submitted in 1-4 above shall also apply to fluid manufactured under any new processes, provided new processes are approved by the Authority.
5. Written technical information covering the fluid's environmental impact if not included elsewhere.

D. DELIVERY

For each shipment to the Capital Region International Airport, the following information is to be supplied:

1. MSDS, handling, storage and application guidelines.
2. A report showing the results of tests evidencing conformance to all technical requirements (AMS 1435C).
3. Manufacturer's product identification, lot number, quantity, and purchase order number (to be issued by the Authority).

4. For identification purposes, fluid shall have blue dye added. When delivered, fluid shall be identified as Kevin Miller's deicer on shipping papers for each shipment ordered. If fluid is not identified as above, shipment will not be accepted by the Authority.
5. Fluid is to be delivered to the Airport's Field Maintenance facility located at 3168 West State Road, Lansing MI, 48906 within 6 hours of order placement.
6. Price to include delivery to above address.

E. TERMS

The term of this contract shall be from Monday November 13, 2017 through Saturday November 10, 2018. Bid pricing to be good for one year from date of award.

F. FORCE MAJEURE

"Force Majeure" means an Act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, storm, flood, explosion, blackout, orders of any kind of the government of the United States of America, the State or municipality or any of their departments, agencies, or officials, orders of any civil military authority, breakage or accident to machinery, transmission pipes or canals, partial or entire failure or utilities, and any other cause which is not reasonably within the control of the party claiming suspension of any of its obligations hereunder.

Force Majeure: If any party is rendered unable, in whole or in part, because of an event of Force Majeure, to carry out any of its obligations under this Agreement, such party shall give the other party prompt written notice of such event of Force Majeure with as full a description of the particulars as is reasonably practicable. The affected party shall use all possible diligence to remove the Force Majeure on the other party. Except for the failure to fulfill its obligations set forth in the immediately preceding sentence, neither party shall be liable for nonperformance or delay in performance caused by an event of Force Majeure of which such party has properly given notice. This section shall not apply to payment or indemnification obligations.

G. WARRANTY

The Vendor warrants that the products to be delivered hereunder shall conform to the specifications contained in the bid documents; and upon receipt of payment therefore, shall be free from any security interest or encumbrance

Indemnity:

- (a) Buyer shall protect, indemnify, defend and hold harmless Vendor, its affiliates and their respective officers, agents, shareholders, partners, members, employees, representatives, consultants, advisors and assigns (collectively the "Vendor Indemnified Parties") from and against any and all Losses incurred or suffered by any Vendor Indemnified Party arising out of, incidental to or incurred in connection with (i) any spill, release, or leakage of Product following transfer of risk of loss or (ii) injury to or death of persons, including employees of Buyer or any loss of or physical damage to the property of any Vendor Indemnified Party or any third parties, in either case to the extent arising out of or resulting from the intentional or negligent acts or omissions of Buyer, its subcontractors, or any person or entity directly employed by any of them, or any person or entity for whose acts any of them are liable during performance of Buyer's obligations under this Agreement. In no event shall Buyer be responsible for loss or damage caused by the sole negligence of Vendor, its parent, their subsidiaries or affiliates or the agents and employees of any of them. For purposes of this subpart (ii), if both the indemnifying party and the indemnified party are negligent or otherwise at fault, then the obligations of indemnification shall continue, but the indemnifying party shall be liable only for its percentage of comparative responsibility for the damage or injury indemnified against. Buyer shall not settle any such claims or actions in a manner which would require any action or forbearance from action by any Vendor Indemnified Party without the prior written consent of such Vendor Indemnified Party, which consent may not be unreasonably withheld.
- (b) Vendor shall protect, indemnify, defend and hold harmless Buyer, its affiliates and their respective officers, agents, shareholders, partners, members, employees, representatives, consultants, advisors and assigns (collectively the "Buyer Indemnified Parties") from and against any and all Losses incurred or suffered by any Buyer Indemnified Party arising out of, incidental to or incurred in connection with (i) any spill, release, or leakage of Product

following transfer of risk of loss or (ii) injury to or death of persons, including employees of Buyer or any loss of or physical damage to the property of any Buyer Indemnified Party or any third parties, in either case to the extent arising out of or resulting from the intentional or negligent acts or omissions of Vendor, its subcontractors, or any person or entity directly employed by any of them, or any person or entity for whose acts any of them are liable during performance of Vendor's obligations under this Agreement. In no event shall Vendor be responsible for loss or damage caused by the sole negligence of Buyer its parent, their subsidiaries or affiliates or the agents and employees of any of them. For purposes of this subpart (ii), if both the indemnifying party and the indemnified party are negligent or otherwise at fault, then the obligations of indemnification shall continue, but the indemnifying party shall be liable only for its percentage of comparative responsibility for the damage or injury indemnified against. Vendor shall not settle any such claims or actions in a manner which would require any action or forbearance from action by any Buyer Indemnified Party without the prior written consent of such Buyer Indemnified Party, which consent may not be unreasonably withheld.

CRAA BID FORM

Instructions: Mail form to arrive or deliver by the time and place shown in the bid invitation in sealed envelope clearly marked with item being bid on. No late, faxed, or emailed bids will be accepted.

The undersigned has read and understands the bid specification and agrees to provide products and/or services in accordance with the bid specifications as follows:

DEICING FLUID

Price per gallon FOB: \$ _____

In submitting bids, successful bidder agrees:

To replace defective product at no charge to CRAA

Accept any contract awarded on the price, terms, and conditions stated in the bid

That bid price shall remain firm for term of award as stated above

Quote prices FOB Capital Region International Airport

CRAA's annual use is @ 8,000 – 12,000 gallons depending upon conditions

COMPANY

TELEPHONE

ADDRESS (Include Zip Code)

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

DATE