

INVITATION TO BID

INVITATION TO BID #09-06

BID DESCRIPTION: Liquid De-Icer (Potassium Acetate)

ISSUE DATE: Thursday, September 3, 2009

BID OPENING DATE: Friday September 18, 2009

BID OPENING TIME: 10:00 AM

BID RESPONSES MUST BE RECEIVED NO LATER THAN THE PUBLIC BID OPENING DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. BIDS WILL BE OPENED AND READ ALOUD AT THAT TIME. LATE BIDS WILL NOT BE CONSIDERED.

TO ALL PROSPECTIVE CONTRACTORS/BIDDERS:

You are hereby invited to submit your bid for the item(s) to be furnished and delivered, shipped f.o.b. to the address specified herein.

All bids must be received in **DUPLICATE** in sealed envelopes.

All bids are subject to staff analysis and Board approval. The Greater Rockford Airport Authority reserves the right to accept or reject any and all bids received and waive any and all technicalities.

Bids must be delivered prior to the public bid opening date and time to:

**Greater Rockford Airport Authority
60 Airport Drive
Rockford, IL 61109**

Direct any and all inquiries about this bid to Wayne Langy, Operations and Facilities Manager, at 815.703.5309 or wlangy@flyrfd.com.

Instructions to Bidders

1.1 Bid Preparation

Bids must be submitted, in duplicate, on the blank Bid Form furnished with these contract documents and shall conform to the terms and conditions set forth in the “Instructions to Bidders”, “General Terms and Conditions” and “Special Terms and Conditions” of the contract. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or typewritten with all erasures, strikeouts and corrections initialed in ink by the person signing the bid.

1.2 Bid Execution

If the Bidder is a corporation, the President shall execute the bid. In the event that the bid is executed by other than the President, a certified copy of that section of the corporate by-laws or other authorization by the corporation, which permits the person to execute the bid for the corporation, shall be submitted. If the Bidder is a partnership, all partners shall execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Deputy Director/Finance & Administration shall be submitted. If the Bidder is a sole proprietor, the owner shall execute the bid. A “Partnership” or “Sole Proprietor” operating under an Assumed Name shall be registered with the Illinois County in which located, as provided in the Illinois Compiled Statutes, 805/ILCS 405/1.

1.3 Bid Submission

The Greater Rockford Airport Authority must receive all bids by the specified opening time of the bid. Bids arriving after the specified time will not be accepted and will be returned unopened. All bids shall be submitted in sealed envelopes with the following information explicitly shown (centered both vertically and horizontally on the envelope): name and address of bidder and bid number. The Bidder shall be responsible for the delivery of the bid before the date and hour set forth for the opening of bids.

1.4 Error in Bid

Bidders are cautioned to verify their bids before submission. Negligence on the part of the Bidder in preparing the bid confers no right for withdrawal or modifications of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit price will prevail.

1.5 Variances and Deviations

Variances and deviations shall be described fully on the Bid Form. In the absence of such statement, the bid shall be considered as if submitted in strict compliance with all terms, conditions, and specifications; the Contractor shall be held liable. Contractors are cautioned to avoid making variiances and deviations to the specifications, which may result in rejection of their bid.

1.6 Reserved Rights

Greater Rockford Airport Authority reserves the right at any time and for any reason to cancel this Invitation for Bid, accept or reject any or all bids or any portion thereof, or to accept an alternate bid. The Authority reserves the right to waive any immaterial defects or irregularities in any bid. The Authority may seek clarification from any Bidder at any time and failure to respond promptly is cause for rejection. The Authority has sixty (60) days to accept the bid.

1.7 Interpretation or Correction of Bidding Documents

Bidders shall promptly notify the Authority no later than one (1) week before bid opening of any ambiguity, inconsistency or error, which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by written addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid. Oral explanations will not be binding.

1.8 Incurred Costs

The Authority will not be liable for any costs incurred by Bidders in replying to this Invitation for Bid.

Instructions to Bidders

1.9 No Bid Response

If your firm declines to bid on this invitation, but desires to remain on the Authority's Bidders' List for future invitations, please submit in a letter stating why you are declining to bid.

1.10 Basis of Award

It is the intent of the Authority to award a contract to the lowest responsible bidder meeting specifications. Further, the Authority reserves the right to determine the lowest responsible bidder in any way determined to be in the best interests of the Authority. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

1.11 Pre-Bid Conference

If a Pre-Bid Conference is a requirement of this contract, it will be shown on the Title Page.

End of Instructions to Bidders

General Terms and Conditions

2.1 Non-Discrimination

Contractor shall comply with the Illinois Human Rights Act, 775, ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq, as amended.

During the performance of this Contract, the Contractor agrees that it shall not discriminate against any worker, employee or applicant, or any member of the public, on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or sexual orientation. Upon request of GRAA, the Contractor also agrees to submit in writing an affirmative action plan demonstration compliance with equal employment opportunity laws and policies. Contractor further agrees that this clause will be incorporated by the Contractor in all contracts entered into with suppliers or materials or services, sub-contractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or any other person or organization performing services in connection with this Contract.

2.2 Drug-Free Workplace

The Contractor agrees to provide a drug free workplace as provided for in the Drug Free Workplace Act, 30 ILCS 580/1, et seq.

2.3 Tax Exemption

The Greater Rockford Airport Authority is not subject to Federal Excise Tax. Per Illinois Compiled Statutes, 35 ILCS 120/2-5, the Greater Rockford Airport Authority is exempt from state and local taxes; exempt number E9992-3521-04.

2.4 Warranties

Contractor warrants that all goods and services furnished hereunder will conform in all respects to the terms of this solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Contractor warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The Authority may return any nonconforming or defective items to the Contractor or require correction or replacement of the item at the time the defect is discovered, all at the Contractor's risk and expense. Acceptance shall not relieve the Contractor of its responsibility.

The Contractor further agrees, upon written notice from the Authority, to promptly and without charge, make changes, corrections and/or replacement, to the satisfaction of the Authority, which may be required to make good all defects in design and material under its intended use, for a period of one (1) year, with the one (1) year period commencing on the date of acceptance by the Authority. The Contractor shall receive no compensation for cost in replacement of goods or workmanship.

2.5 Indemnification

Contractor agrees to indemnify, save harmless and defend the Greater Rockford Airport Authority, its agents, servants, Commissioners, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses or expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen, in whole or in part, out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly and solely by the negligence or other fault of the Greater Rockford Airport Authority, its agents, servants, Commissioners, or employees or any other person indemnified hereunder. This indemnification obligation is not limited by, but is in addition to the insurance obligations, which may be contained in this contract. The provision of this paragraph shall not be waived.

General Terms and Conditions

2.6 Termination and Default

Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the Authority reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Contractor, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Contractor with any or all losses incurred. The Authority shall be entitled to recover its attorney's fees and expenses in any successful action by the Authority to enforce this contract.

2.7 Royalties and Patents

Contractor shall pay all royalties and license fees. Contractor shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the Authority harmless from loss on account thereof.

2.8 Regulatory Compliance

Contractor represents and warrants that the goods or services furnished hereunder (including all labels, packages and containers for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Contractor shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.

Pursuant to Illinois Municipal Code 65 ILCS 5/11-42.1-1, by signing this bid the Contractor certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue.

The Contractor certifies that they are not barred from bidding on this contract as a result of engaging in or being convicted of: (a) bid-rigging in violation of Section 3; or (b) bid-rotating in violation of Section 4, of the Illinois Criminal Code of 1961, as amended [720 ILCS 5/33E-3 and 4].

2.9 Discounts

Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.

2.10 Inspections

The Authority shall have the right to inspect any materials, components, equipment, supplies, services, or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the Authority. Any items rejected shall be removed from the premises of the Authority and/or replaced at the entire expense of the Contractor.

2.11 References

To allow the Authority to evaluate the experience of the Contractor, as it relates to this purchase, the Contractor must submit a minimum of three (3) references of organizations that have purchased similar items. Failure to include references may result in bid disqualification. References must be submitted on the Bid Form.

2.12 Law Governing

This contract shall be governed by and construed according to the laws of the State of Illinois.

End of General Terms and Conditions

Special Terms and Conditions

3.1 Pricing

The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.

3.2 Contract Period

The contract period will be for twelve (12) months beginning October 1, 2009 through September 30, 2010.

3.3 Specifications

Bulk supply of potassium acetate based de-icing/anti-icing fluid in the form of a concentrated liquid set forth in FAA approved specification SAE AMS 1435A ("The Fluid"). Requirements are, but not limited to the following:

- i. The Fluid shall be a minimum 50% potassium acetate by weight with a freeze point lower than +6° F (-14.5°C) when diluted 50/50 by weight;
- ii. The Fluid shall not contain urea, ethylene or propylene glycol;
- iii. The Fluid density shall be 10.68 pounds/U.S. gallon (1.28kg/l) at 68°F (20°C); the pH shall be in the range 7.0 to 11.5; and
- iv. For long-term storage reasons, The Fluid shall be stable and shall not separate in storage.

3.4 Transportation

FOB Rockford-Greater Rockford Airport Authority storage tank.

3.5 Delivery Requirements

The delivery point will be a 12,000-gallon storage tank owned by the Greater Rockford Airport Authority. Deliveries shall be in bulk shipments of 4,400 gallons each and must be completed within eight (8) hours of order placement to the receiving location.

3.6 Other Requirements

The vendor shall provide the following:

- i. Written technical information covering at minimum The Fluid's environmental impact, MSDS, handling, storage and application guidelines;
- ii. 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;
- iii. Name and location of The Fluid production site and a copy of independent laboratory certification of The Fluid to AMS 1435A, dated within twenty-four (24) months of bid submittal. If The Fluid is produced by a licensee or subcontractor, all testing shall be required on The Fluid produced at the site as if The Fluid were being initially qualified; and
- iv. A complete acute aquatic toxicity test report completed by an independent party and state compliance with U.S. EPA Test Methods 40 Code of Federal Regulations Parts 797.1300 and 797.1400 as stated in SAE AMS 1435A.

The Authority, **at its sole discretion**, reserves the right to give preference to vendors as follows:

- i. Where composition or environmental tests indicate lower environmental effect;
- ii. Who document The Fluid's production using ISO 9002 certified processes. The Authority recognizes the value of ISO international quality standards. Please provide documentation with bid; and
- iii. Provide an independent third party test report of The Fluid's compatibility with asphalt concrete pavement materials, including bitumen softening and asphalt concrete adhesion strength before and after immersion.

3.7 Inspection

The Authority reserves the right to inspect the manufacturer's production plant and/or the vendor's distribution facility prior to contract award.

Special Terms and Conditions

3.8 Invoicing and Payment

The goal of the Authority is to pay properly submitted Contractor invoices within thirty (30) days of receipt, providing goods have been delivered and/or services have been performed, approved and accepted by the Greater Rockford Airport Authority. Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to correct address for processing.

3.9 Training

The vendor shall provide comprehensive, on-site training to Greater Rockford Airport Authority staff. This will include written product application rates.

3.10 Miscellaneous

The Greater Rockford Airport Authority used approximately 26,500 gallons and 113,392 gallons of The Fluid during the 2008/2009 and 2007/2008 seasons, respectively. Prior season's usages were 31,500, 57, 853, and 39,777 gallons, primarily due to winter season irregularity. This, however, is not to be construed as any type of commitment on the Authority's behalf and shall have the flexibility of ordering more or less of the quantities stated above.

3.11 Insurance

The successful bidder shall maintain at all times a minimum commercial liability insurance policy in the amount of \$1,000,000.00 and must name the Greater Rockford Airport Authority as additionally insured on contractor's policy. Proof of adequate insurance in the form of a Certificate of Insurance must be provided to the Authority.

End of Special Terms and Conditions

Full Name of Bidder: _____

Business Address: _____

City, State, Zip: _____

Telephone Number: _____ FAX: _____

Email: _____

Contact Person: _____

FEIN: _____

The undersigned, being duly sworn, certifies that he/she is:

- The Owner/
Sole Proprietor a Member of the
Partnership an Officer of the
Corporation a Member of the
Joint Venture

Further, the Contractor declares that the only person or parties interested in this bid as principals are those named herein.

Further, the undersigned hereby certifies that they have read and understand the contents of this bid and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications, warranties and attachments, including Addenda No. _____ and _____ issued thereto, except only to the extent that the Contractor has taken express written exception in this bid, hereto. Failure to have read all the provisions of this bid shall not be cause to alter any resulting contract or request additional compensations.

Further, by signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Further, by signing this bid document, the Contractor hereby certifies that pursuant to Illinois Compiled Statutes, 65 ILCS 5/11-42-1, the Contractor is not delinquent in the payment of any tax administered by the Department of Revenue.

Our State of Illinois Certification Number under the Fair Employment Practices Law is _____.

- (check if applicable) We do not have a State Pre-Qualification Statement. In lieu thereof, we will make an application at 312.814.2432 within thirty (30) days from the date of this bid opening.

Further, the Contractor agrees to provide a drug free workplace as provided for in the Drug Free Workplace Act, 30 ILCS 580.1 et seq.

Authorized Signature: _____

Typed/Printed Name: _____

Title: _____

Date: _____

Price \$ _____/gallon

Prompt Payment _____

Manufacturer name and/or model number _____

Delivery or Completion Time _____

Warranty _____

Variances and Deviations

Variance 1.: _____

Variance 2.: _____

Variance 3.: _____

Variance 4.: _____

References

Company Name: _____

Address: _____

Contact Person: _____

Telephone #: _____

Email _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone #: _____

Email _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone #: _____

Email _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone #: _____

Email _____