



SPOKANE INTERNATIONAL AIRPORT

BUSINESS PARK AND FELTS FIELD

9000 W AIRPORT DRIVE, SUITE 204
SPOKANE, WA 99224

AIRFIELD DEICING PRODUCTS PROJECT #19-41-9999-014 & 015

Addendum No. 1

DATE OF ADDENDUM: August 7, 2019

The following changes, additions, and/or deletions are considered as Addendum No. 1, and are hereby made a part of the contract documents. All bidders are required to base their bid upon the information furnished in this addendum; and as required in the contract documents. The Contractor is required to acknowledge Addendum No. 1 in their company proposal. Failure to acknowledge addendum on the bid form will result in bid being declared non-responsive.

The bid submission due date scheduled for **Tuesday, August 13, 2019 at 2:00 PM** at the Spokane International Airport has not changed.

Attached are the following documents to be acknowledged with each contractor bid package as part of Addendum No. 1.

CHANGES, ADDITIONS, DELETIONS AND/OR CLARIFICATIONS TO THE CONTRACT DOCUMENTS:

GENERAL NOTES/CLARIFICATIONS

Vendor Contract – 6. Security § A, B, C, E and F are deleted from the Sample Contract. However, § D remains in force.

Vendor Contract – 5. Vendor’s Rights and Obligations; B is deleted from the Sample Contract.

QUESTIONS AND ANSWERS

In response to questions about the Invitation for Bids, Spokane International Airport is issuing this addendum. Responses to questions included in this addendum should be considered by all bidders in completing their bid. Acknowledgement of this addendum is required on the Bid Form.

All questions relate to the Sample Contract provided within the Bid Documents.

- Q.** Payment Terms: Would the Airport please state what the payment terms are for invoiced product?
 - A.** The payment terms are net-30 from receipt of invoice.
- Q.** Vendor Contract; 6. Security: Would the Airport please confirm this section does not apply to this contract?
 - A.** 6. Security § A, B, C, E and F do not apply to this contract. However, § D does.
- Q.** Delivery Requirement: Vendor Contract – 5. Vendor’s Rights and Obligations; B. This section states “Emergency calls from the Airport require Vendor to deliver within four (4) hours.” Would the

Airport advise if this sample contract verbiage of 4-hour delivery applies to this contract? If so, would the Airport accept emergency deliveries for liquid deicing chemicals in 12 hours and emergency deliveries for solid deicing chemicals in 36 hours?

- A. This section is not applicable and will be removed from the contract. Delivery requirements are stipulated in ATTACHMENT A – SCOPE OF WORK and TECHNICAL SPECIFICATIONS, Sec D paragraph e.

Q. Would the Airport consider adding the following clauses to the contract?

“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, unavailability of product or equipment, 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.

“Warranty”

The Vendor warrants that the products to be delivered hereunder shall conform to the specifications attached hereto; and upon receipt of payment therefore, shall be free from any security interest or encumbrance. The Vendor disclaims all warranties and conditions, either express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. In no event shall the Vendor be liable to the Buyer or to any third party for any indirect, incidental, special, consequential, punitive, or exemplary damages (including without limitation lost profits, lost savings, or loss of business opportunity) arising out of or relating to the deicer, or the use or inability to use the same, even if the Vendor has been advised of the possibility of such damages.

Indemnity:

- (a) Customer shall protect, indemnify, defend and hold harmless Company, its affiliates and their respective officers, agents, shareholders, partners, members, employees, representatives, consultants, advisors and assigns (collectively the “Company Indemnified Parties”) from and against any and all Losses incurred or suffered by any Company 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 Customer or any loss of or physical damage to the property of any Company 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 Customer, 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 Customer’s obligations under this Agreement. In no event

shall Customer be responsible for loss or damage caused by the sole negligence of Company, its parent, their subsidiaries or affiliates or the agents and employees of any of them. Customer shall not settle any such claims or actions in a manner which would require any action or forbearance from action by any Company Indemnified Party without the prior written consent of such Company Indemnified Party, which consent may not be unreasonably withheld.

(b) Company shall protect, indemnify, defend and hold harmless Customer, its affiliates and their respective officers, agents, shareholders, partners, members, employees, representatives, consultants, advisors and assigns (collectively the "Customer Indemnified Parties") from and against any and all Losses incurred or suffered by any Customer 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 Customer or any loss of or physical damage to the property of any Customer 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 Company, 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 Company's obligations under this Agreement. In no event shall Company be responsible for loss or damage caused by the sole negligence of Customer, its parent, their subsidiaries or affiliates or the agents and employees of any of them. Company shall not settle any such claims or actions in a manner which would require any action or forbearance from action by any Customer Indemnified Party without the prior written consent of such Customer Indemnified Party, which consent may not be unreasonably withheld.

A. No changes to these clauses will be acceptable.

Q. Section 8; Insurance: Regarding the statement, The Vendor's insurance policies shall be endorsed so that the insurance carrier will provide the Airport with at least thirty (30) days notification prior to cancellation or material change. Would the Airport agree to revise this statement to remove 'material change'? The Vendor would notify the Airport of any material changes within 30 days.

A. No changes to Section 8; Insurance will be permitted.

Q. Section 8; Insurance: Regarding the statement Where any policy(ies) has/have normal expirations during the term of this Agreement, written evidence of renewal shall be furnished to the Airport at least thirty (30) days prior to such expiration. Would the Airport agree to revise this statement to read Where any policy(ies) has/have normal expirations during the term of this Agreement, Vendor will endeavor to provide written evidence of renewal shall be furnished to the Airport at least thirty (30) days prior to such expiration?

A. No changes to Section 8; Insurance will be permitted.

Q. Section 8; Insurance: Would the Airport accept Certificates of Insurance in place of the original copies of applicable policies?

A. The sentence reads, "Upon written request by the Airport, Vendor shall permit the Airport to inspect the originals of all applicable policies.". Such inspection may take place at the vendors choosing.

End of Addendum No. 1