

# **SPOKANE AIRPORT BOARD**

**SPOKANE, WA**



**FOR**

**AIRFIELD DEICING PRODUCTS**

**ITB #22-41-9999-013 & -14**

**AUGUST 4, 2022**

**SPOKANE AIRPORT BOARD**  
AIRFIELD DEICING PRODUCTS, ITB #22-41-9999-013 & -14

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**INVITATION TO BID**

Sealed bids will be received by the Spokane Airport Board at the Spokane International Airport, 9000 West Airport Drive, Suite 204, Spokane, Washington 99224 until Friday, August 19, 2022 at 2:00 PM for:

AIRFIELD DEICING PRODUCTS, ITB#22-41-9999-013 & -14

AT

SPOKANE INTERNATIONAL AIRPORT

The Spokane International Airport is seeking bids from experienced and qualified firms to provide FAA approved solid and liquid deicing chemicals for use on the airfield. This contract will be for one year, with two, one-year renewal options based upon successful negotiations between the Contractor and the Spokane Airport Board. Bid documents are available from the Airport website at <https://business.spokaneairports.net/bids/>.

It shall be the duty of each Bidder to submit his/her bid on or before the hour and date specified. Bids will be opened and publicly read aloud at the designated time listed above. Any bids received after the time for opening cannot and will not be considered.

If you have any questions regarding this project, please contact:

Margaret Merin, 509-455-6404, [mmerin@spokaneairports.net](mailto:mmerin@spokaneairports.net)

The Spokane Airport Board reserves the right to reject any or all bids, to waive any informality, to accept any alternate bids, and to make such award that it deems to be in the best interest of the Airport. The Spokane International Airport is an Equal Opportunity Employer and encourages Disadvantaged Business Enterprises and Small Businesses to participate in the competitive bidding process.

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Published in Spokesman Review August 4, 7, 10 and 14, 2022

Posted on-line on the Spokane International Website at <http://business.spokaneairports.net/bids/>

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*END OF INVITATION TO BID*

## **SPOKANE AIRPORTS PUBLIC WORKS CONSTRUCTION**

### **INSTRUCTIONS TO BIDDERS**

**Updated February 08, 2021**

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**ARTICLE 1**  
**DEFINITIONS**

1.1 Except as otherwise specifically provided in these Instructions to Bidder, definitions set forth in the General Conditions or in other Contract Documents are applicable to all Bidding Documents, including these Instructions to Bidders.

1.2 The term “Addenda” means written or graphic instruments issued by Airport prior to the Bid Deadline, which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections, and are incorporated into the Bidding Documents.

1.3 The term “Alternate” means a change in the Work proposed by the Airport, as described in the Bidding Documents which, if accepted by the Airport, may result in a change to either the Contract Sum or the Contract Time, or both.

1.4 The term “Bid Deadline” means the date and time on or before which Bids must be received, as designated in the Advertisement for Bids and which may be revised by Addenda.

1.5 The term “Bid Form” means only the forms furnished by the Airport for submission of a Bid.

1.6 The term “Bid Security” is defined in Article 5.2.1 of these Instructions to Bidders.

1.7 The term “Bidder” means a person or firm that submits a Bid.

1.8 The term “Bidding Documents” means the construction documents prepared and issued for bidding purposes including all Addenda thereto.

1.9 The term “Business Day” means any day other than a Saturday, a Sunday, and the holidays specified herein, and to the extent provided herein, if the Facility or applicable office of the Airport is closed for the whole of any day, insofar as the business of that office is concerned, that day shall be considered as a holiday for the purposes of computing time in these Instructions to Bidders.

1.10 The term “Calendar Day” means any day including a Saturday, a Sunday, and the holidays specified herein, if any.

1.11 The term “Contract” means the contract or agreement awarded by the Airport Board of Directors to the lowest responsive, responsible Bidder in connection with the performance of the Project.

1.12 The term “Estimated Quantity” means the estimated quantity of an item of Unit Price Work.

1.13 The term “Facility” means the Airport’s office issuing the Bidding Documents.

1.14 The term “Lump Sum Base Bid” means the sum stated in the Bid for which Bidder offers to perform the Work described in the Bidding Documents, but not including Unit Price items or Alternates.

1.15 The term “Planholder” means a person or entity known by the Airport to have received a complete set of Bidding Documents and who has provided a street address for receipt of any written pre-Bid communications.

1.16 The term “Unit Price” means an amount stated in the Bid for which Bidder offers to perform an item of Unit Price Work for a fixed price per unit of measurement.

1.17 The term "Unit Price Work" means any portion of the Project where the quantity and/or price of the Work is an estimate and unable to exact quantification.

**ARTICLE 2**  
**BIDDER'S REPRESENTATIONS**

2.1 Bidder, by making a Bid, represents, warrants and covenants to the Airport that:

2.1.1 Bidder has read, understood, and made the Bid in accordance with the provisions of the Bidding Documents.

2.1.2 Bidder has visited and carefully examined the Project site and is familiar with the conditions under which the Work is to be performed and the local conditions as related to the requirements of the Contract Documents.

2.1.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

2.1.4 At the time of submission of the Bid, Bidder and all Subcontractors, regardless of tier, and their respective principals, shall have the appropriate current and active licenses issued by the State of Washington for the Work to be performed, have any licenses specifically required by the Bidding Documents, and certify they are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from participation in this Project by any Federal or State department or agency. Bidder will include this clause without modification in all lower tier transactions, solicitation, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this Agreement. If Bidder is a joint venture, at the time of submission of the Bid, Bidder shall have all required licenses in the name of the joint venture itself.

2.1.5 The Airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), will affirmatively support any Contract entered into pursuant to this Bid, including Disadvantaged Business Enterprises, will be afforded full and fair opportunity to submit Bids in response to this Call for Bids and will not be discriminated against on the grounds of race, color, or national origin in consideration for an Award. Furthermore, the Bidder has read and shall abide by the nondiscrimination requirements contained in the Bidding Documents.

2.1.6 Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.

2.1.7 The person executing the Bid Form is duly authorized and empowered to execute the Bid Form on behalf of Bidder.

2.1.8 Bidder is aware of and, if awarded the Contract, will comply with applicable code requirements in its performance of the work.

2.1.9 Bidder has given written notice to Airport of any errors, inconsistencies or ambiguities in the Bidding Documents.

2.1.10 Bidder has made such examination and investigation necessary and is satisfied as to the conditions to be encountered in connection with the Project and the requirements of the Bidding Documents and Contract Documents.

### **ARTICLE 3** **BIDDING DOCUMENTS**

#### **3.1 COPIES**

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement for Bids for the fee stated therein

3.1.2 Bidders shall use only a complete set of Bidding Documents in preparing Bids.

3.1.3 Airport makes copies of the Bidding Documents available, on the above terms, for the sole purpose of obtaining Bids for the Work and does not confer a license or grant permission for any other use of the Bidding Documents.

#### **3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

3.2.1 Bidder shall, before submitting its Bid, carefully study and compare all components of the Bidding Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the Bid is submitted; shall examine the Project site, the conditions under which the Work is to be performed, and the local conditions; and shall at once give written notice to Airport's Representative of known or perceived errors, inconsistencies, or ambiguities discovered. If Bidder is awarded the Contract, Bidder waives any claim arising from any errors, inconsistencies or ambiguities, that Bidder, its subcontractors or suppliers, or any person or entity under Bidder on the Contract became aware of, or reasonably should have become aware of, prior to Bidder's submission of its Bid.

3.2.2 Clarifications, interpretations, corrections, and changes to the Bidding Documents will be made by Addenda. Clarifications, interpretations, corrections, and changes to the Bidding Documents made in any other manner shall not be binding and Bidders shall not rely upon them.

#### **3.3 PRODUCT SUBSTITUTIONS**

3.3.1 No substitutions of product, material or equipment will be considered prior to award of Contract, if a Contract is awarded. If a Contract is awarded, substitutions of product, material or equipment will only be considered after award of the Contract and as provided for in the Contract Documents.

#### **3.4 SUBCONTRACTORS**

3.4.1 Each Bidder shall list in the Bid Form all first-tier Subcontractors that will perform work or labor. Bidders' attention is directed to the requirements of RCW 39.30.060 as amended, which is incorporated herein by reference; provided, however the Airport requires Bidders to submit as part of the Bid (NOT within one hour after Bid time) the names of subcontractors with whom the Bidder, if awarded the Contract, will subcontract for performance of the work, or to name itself for the work.

The Bid Form contains spaces for the following information when listing Subcontractors: (1) portion of the Work; (2) name of Subcontractor; (3) city of Subcontractor's business location. The failure to list, on the

Bid Form, any one of the items set forth above will result in the Airport treating the Bid as if no Subcontractor was listed for that portion of the Work and Bidder will thereby represent to Airport that Bidder agrees that it is fully qualified to perform that portion of the Work and shall perform that portion of the Work.

3.4.2 Subcontractors listed in the Bid Form shall only be substituted after the Bid Deadline with the written consent of Airport and in accordance with fair practices and applicable law.

3.4.3 Failure to comply with any provision of this Article 3.4 shall render a Bid to be nonresponsive.

### **3.5 ADDENDA**

3.5.1 Addenda will be issued only by Airport and only in writing. Addenda will be identified as such and will be delivered to all Bidders on the Planholder List.

3.5.2 Addenda will be available for inspection at the place where the Bidding Documents are on file for inspection.

3.5.3 Addenda will be issued such that Planholders should receive them no later than two full Business Days prior to the Bid Deadline. Addenda withdrawing the request for Bids or postponing the Bid Deadline may be issued anytime prior to the Bid Deadline.

3.5.4 Each Bidder shall be responsible for ascertaining, prior to submitting a Bid, that it has received all issued Addenda.

## **ARTICLE 4 PRE-BID CONFERENCE**

4.1 Bidder shall attend the Pre-Bid Conference at which the requirements of the Bidding Documents are reviewed by Airport, comments and questions are received from Bidders, and a Project site visit is conducted. Airport requires all Pre-Bid Conference attendees to arrive for the meeting on time and to sign an attendance list, which in turn is used to determine if Bidders meet this requirement. Any Bidder not attending the Pre-Bid Conference will be deemed to have not complied with the requirements of the Bidding Documents and its Bid will be rejected.

## **ARTICLE 5 BIDDING PROCEDURES**

### **5.1 FORM AND STYLE OF BIDS**

5.1.1 Bids shall be submitted only on the Bid Form included with the Bidding Documents and not on any other form or document. Bids not submitted on the Airport's Bid Form shall be rejected.

5.1.2 The Bid Form shall be filled in legibly in ink or by typewriter. All portions of the Bid Form must be completed and the Bid Form must be signed before the Bid is submitted. Failure to comply with the requirements of this Article 5.1.2 will result in the Bid being rejected as nonresponsive.

5.1.3 All blanks on the Bid Form shall be completed. Bidder's failure to submit a price for any Alternate, Unit Price or Bid item, or Bidder's act of leaving any item blank on the Bid Form, will result in the Bid being considered as nonresponsive. If Alternates are called for and no change in the Lump Sum Base Bid is



required, the Bidder shall indicate “No Change,” “No Bid,” or “Not Applicable” by marking the appropriate box.

5.1.4 Bidder shall make no stipulations on the Bid Form nor qualify the Bid in any manner.

5.1.5 The Bid Form shall be signed by a person or persons legally authorized to act on behalf of Bidder. Bidder's Representative shall sign and date the Declaration included in the Bid Form. Failure to sign and date the declaration will cause the Bid to be rejected.

## **5.2 BID SECURITY**

5.2.1 Each Bid shall be accompanied by Bid Security in the amount of 5% of the Bid (including Washington State Sales Tax) as security for Bidder's obligation to enter into a Contract with Airport on the terms stated in the Bid Form and to furnish all items required by the Bidding Documents. Bid Security shall be a Bid Bond or a certified check made payable to “Spokane Airport Board.”

5.2.2 If the apparent lowest responsive, responsible Bidder, as determined by the Airport, for any reason fails or refuses to sign the Contract and furnish all items required by the Bidding Documents within the time limits specified in these Instructions to Bidders, Airport may reject such Bidder's Bid and select the next apparent lowest responsible Bidder until all Bids have been exhausted or Airport may reject all Bids. The Bidder whose Bid is rejected for such failure(s) shall be liable for and forfeit to Airport the amount of the difference, not to exceed the amount of the Bid Security, between the amount of the Bid of the Bidder so rejected and the greater amount for which Airport procures the Work.

5.2.3 If a Bid Bond is submitted, the signature of the person executing the Bid Bond must be notarized. If an attorney-in-fact executes the Bid Bond on behalf of the surety, a copy of the current power of attorney bearing the notarized signature of the appropriate corporate officer shall be included with the Bid Bond. Additionally, the surety issuing the Bid Bond shall be, on the Bid Deadline, identified in the U.S. Department of the Treasury's Circular 570.

5.2.4 Bid Security will be returned after the Contract has been awarded, if a Contract is awarded. Notwithstanding the preceding sentence, if a Bidder fails or refuses, within 10 Calendar Days after receipt of Notice of Intent to Award, to sign the Contract or submit to Airport all of the items required by the Bidding Documents, the Airport will retain that Bidder's Bid Security. If the Bid Security is in the form of a Bid Bond, the Bid Security will be retained until the Airport has been appropriately compensated; if the Bid Security is in the form of certified check, the Airport will negotiate said check and after deducting its damages, return any balance to Bidder.

## **5.3 SUBMISSION OF BIDS**

5.3.1 The Bid Form, Bid Security, acknowledgement of addenda, and all other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the office designated in the Call for Bids. The envelope shall be identified with the Project name, Bidder's name and address, and, if applicable, the designated portion of the Project for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation “SEALED BID ENCLOSED” on the face thereof.

5.3.2 Bids shall be deposited at the designated location on or before the Bid Deadline. A Bid received after the Bid Deadline will be returned to Bidder unopened.

5.3.3 Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

5.3.4 Oral, telephonic, facsimile, or telegraphic Bids are invalid and will not be accepted.

#### **5.4 MODIFICATION OR WITHDRAWAL OF BID**

5.4.1 Prior to the Bid Deadline, a submitted Bid may be modified or withdrawn by notice to the Airport. Such notice shall be in writing and signed by an authorized representative of the Bidder and, in order to be effective, must be received on or before the Bid Deadline. A modification so made shall be worded so as not to reveal the amount of the original Bid.

5.4.2 A withdrawn Bid may be resubmitted on or before the Bid Deadline, provided that it then fully complies with the Bidding Requirements.

5.4.3 Bid Security shall be in an amount sufficient for the Bid as modified or resubmitted.

5.4.4 Bids may not be modified, withdrawn, or canceled within 60 Calendar Days after the Bid Deadline unless otherwise provided in Addenda.

### **ARTICLE 6**

#### **CONSIDERATION OF BIDS**

#### **6.1 OPENING OF BIDS**

6.1.1 Bids which have the required identification as required in Article 5.3.1 and are received on or before the Bid Deadline will be opened publicly. After publicly opening Bids, the Airport may post in a public place at the address where the Bids are received (unless another address is specified in the Bidding Documents) an initial bid matrix that identifies Bidders and their respective Bid. Such initial bid matrix shall not be construed as making any determination regarding whether any Bidder is responsive or responsible.

#### **6.2 REJECTION OF BIDS**

6.2.1 Airport will have the right to reject all Bids, for any reason or no reason, anytime prior to award of the Contract.

6.2.2 Airport will have the right to reject any Bid not accompanied by the required Bid Security or any other item required by the Bidding Documents, or a Bid which is in any other way incomplete or materially irregular.

#### **6.3 AWARD**

6.3.1 Airport will have the right, but is not required, to waive nonmaterial irregularities in a Bid. If the Airport awards the Contract, it will be awarded to the responsible Bidder submitting the lowest responsive Bid as determined by Airport and who is not rejected by Airport for failing or refusing, within 10 Calendar Days after receipt of Notice of Intent to Award, to sign the Contract or submit to Airport all of the items required by the Bidding Documents.

6.3.2 Airport will have the right to accept or reject Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents. The opening of Bids and evaluation of

Alternates will be conducted in accordance with a procedure that, at Airport's option, either (i) prescribes, prior to the time of Bid opening, the order in which Alternates will be selected or (ii) prevents, before the determination of the apparent low Bidder has been made, information that would identify any of the Bidders from being revealed to the representative of the Airport selecting the Alternates to be used in determining the low Bidder.

6.3.3 Airport will determine the low Bidder on the basis of the sum of the Lump Sum Base Bid, or all Unit Prices multiplied by their respective Estimated Quantities as stated in the Bid Form, plus the amounts of all Alternates to be included in the Contract Sum at the time of award. The Contract Sum will be the sum of the Lump Sum Base Bid and the additive or deductive amounts for all Alternates that Airport has selected to be included in the Contract Sum as of the time of award.

6.3.4 Any discrepancy on the Bid Form with the multiplication of any Unit Price and its respective Estimated Quantity will be resolved in favor of the Unit Price. Any discrepancy between words and numerals, the words shall govern. Any discrepancy on the Bid Form between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

6.3.5 Upon determining the apparent lowest responsive and responsible Bidder, the Airport will post the Bid results identifying the lowest responsive and responsible Bidder in a public place at the address where the Bids are received (unless another address is specified in the Bidding Documents).

6.3.6 Airport will select the apparent lowest responsive and responsible Bidder and notify such Bidder within 50 Calendar Days (unless the number of days is modified in Supplementary Instructions to Bidders) after the Bid Deadline or reject all Bids. Within 10 Calendar Days after receipt of Notice of Intent to Award, Bidder shall submit to Airport the following items:

- Two originals of the Contract signed by Bidder;
- Names of all Subcontractors, with their addresses, telephone number, facsimile number, contact person, portion of the Work and any designation of any Subcontractor as a Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE), Women-owned Business Enterprise (WBE), etc.; and
- Any other documents, information or items reasonably required by the Airport.

The following items will be provided by the Bidder at the Pre-Construction Conference, prior to issuance by the Airport of the Notice to Proceed:

- Payment Bond required by the General Conditions;
- Performance Bond required by the General Conditions;
- Certificate of Insurance required by the General Conditions;
- Preliminary Contract Schedule as required by the General Conditions;
- Cost Breakdown as required by the General Conditions; and
- Any other documents, information or items reasonably required by the Airport.

6.3.7 Prior to award of the Contract, Airport will notify Bidder in writing, if Airport, after due investigation, objects to a Subcontractor or Superintendent proposed by Bidder, in which case Bidder shall propose a

substitute acceptable to Airport. Substitution of Superintendent shall be made in accordance with Article 3 of the General Conditions. Substitution of a Subcontractor shall be made in accordance with Article 5 of the General Conditions. Failure of Airport to object to a proposed Superintendent or Subcontractor prior to award shall not preclude Airport from requiring replacement of Superintendent or any Subcontractor based upon information received subsequent to award, information which cannot be properly evaluated prior to award due to time constraints, or information relating to a failure to comply with the requirements of the Contract.

6.3.8 If Bidder submits two originals of the signed Contract and all other items required to be submitted to Airport within 10 Calendar Days after receipt of Notice of Intent to Award as the apparent lowest responsive and responsible Bidder, and if all such items comply with the requirements of the Bidding Documents and are acceptable to Airport, Airport will award the Contract to Bidder by signing the Contract and returning a signed copy of the Contract to Bidder.

6.3.9 If Airport consents to the withdrawal of the Bid of the apparent lowest responsive and responsible Bidder, or the apparent lowest responsive and responsible Bidder fails or refuses to sign the Contract or submit to Airport all of the items required by the Bidding Documents, within 10 Calendar Days after receipt of Notice of Intent to Award, or that Bidder is not financially or otherwise qualified to perform the Contract, may reject such Bidder's Bid and select the next apparent lowest responsible Bidder, until all Bids are exhausted, or reject all Bids. Any Bidder whose Bid is rejected because the Bidder has failed or refused, within 10 Calendar Days after receipt of Notice of Intent to Award, to sign the Contract or submit to Airport all of the items required by the Bidding Documents, shall be liable to the Airport for all resulting losses, costs, and damages actually incurred by the Airport.

## **ARTICLE 7** **BID PROTEST**

### **7.1 FILING A BID PROTEST**

7.1.1 If the Airport selects a responsible Bidder with the lowest responsive Bid, then any Bidder, person, or entity may file a Bid protest with the Airport Project Manager. The protest shall specify the reasons and facts upon which the protest is based and shall be filed in writing with the Airport not later than 2 Business Days after the date of the Bid posting pursuant to Article 6.3.5 of these Instructions to Bidders.

7.1.2 If the Airport selects a responsible Bidder with the lowest responsive Bid and a Bid is rejected by the Airport, and such rejection is not in response to a Bid protest, then any Bidder, person or entity may dispute that rejection by filing a Bid protest (limited to the rejection) within 2 Business Days of the rejection.

7.1.3 By filing a Bid protest, the Bidder represents and warrants that Bidder has not lobbied, discussed, or otherwise engaged in any communications with regards to the Bid protest, and will refrain from the same, with any member of the Airport Board of Directors, Airport Chief Executive Officer, Airport Project Manager, or any other Airport officer, employee or representative. Such lobbying, discussion or communications shall constitute a waiver of Bidder's ability to pursue a Bid protest as set forth in this Article 7.

### **7.2 RESOLUTION OF BID CONTROVERSY**

7.2.1 Airport will investigate the basis for the Bid protest and analyze the facts. Airport will notify Bidder whose Bid is the subject of the Bid protest of evidence presented in the Bid protest and evidence found

as a result of the investigation, and, if deemed appropriate, afford Bidder an opportunity to rebut such evidence, and permit Bidder to present evidence that it should be allowed to perform the Work. If deemed appropriate in the sole discretion of the Airport Project Manager, an informal hearing may be held. Airport will issue a written decision within 15 Calendar Days following receipt of the Bid protest, unless factors beyond Airport's reasonable control prevent such a resolution, in which event such decision will be issued as expeditiously as circumstances reasonably permit. The decision will state the reasons for the action taken by Airport. A copy of the decision will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision. As used in this Article 7, a Bidder is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Bidder not being the lowest responsible and responsive Bidder for the Contract.

7.2.2 Bidder whose Bid is the subject of the protest, all Bidders affected by the Airport's decision on the protest, and the Bidder who made the protest may appeal the Airport's decision on the protest to the Airport Chief Executive Officer. The appeal must be in writing and shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal. If an appeal is made by the Bidder who made the protest, such appeal is limited to only those reasons and facts that were filed in writing pursuant to Article 7.1.1 and such Bidder shall be prohibited raising new, supplemental or additional reasons or facts on appeal. The appeal must be received by close of business not later than 7 Calendar Days following the Airport's transmittal to appellant of Airport's written decision on the protest.

A copy of the appeal shall be sent to all parties involved in the Bid protest and to Airport. An appeal received after close of business is considered received as of the next Business Day. If the final date for receipt of an appeal falls on a Saturday, Sunday, or Airport holiday, the appeal will be considered timely only if received by close of business on the following Business Day.

7.2.3 The Airport Chief Executive Officer will review the Airport's decision and the appeal, and issue a written decision, or if appropriate in the sole discretion of the Airport Chief Executive Officer, appoint a person to conduct a hearing and issue a written decision. If a hearing is held, the hearing shall be held not later than 10 Calendar Days following the appointment of the person unless the person for good cause determines otherwise. The written decision of the person will state the basis of the decision, and the decision will be final and not subject to any further appeal to Airport. The Airport will complete its internal Bid protest procedures before award of the Contract.

**END OF INSTRUCTIONS TO BIDDERS**

## SPECIAL PROVISIONS TO INSTRUCTIONS TO BIDDERS

The following Special Provisions are modifications to the Instructions to Bidders and apply only to the above-named project.

### ARTICLE 2

#### BIDDER'S REPRESENTATIONS

2.1.2 Not Applicable

### ARTICLE 3

#### BIDDING DOCUMENTS

3.4 SUBCONTRACTORS – Not Applicable

3.5 ADDENDA

3.5.1 Addenda will be issued only by Airport and only in writing. Addenda will be identified as such and will be with the project on the Airport website at <http://business.spokaneairports.net/bids>.

### ARTICLE 4

#### PRE-BID CONFERENCE

4.1 PRE-BID CONFERENCE - Not Applicable

### ARTICLE 5

#### BIDDING PROCEDURES

5.2 BID SECURITY – Not Applicable

### ARTICLE 6

#### CONSIDERATION OF BIDS

6.3 AWARD

6.3.3 The Airport will determine the low Bidder for each product specified based on the individual Unit Prices as listed on the Bid Form. The Airport may award multiple contracts under this Bid based on the lowest bid for each specified product. The Contract Award Amount will be all Unit Prices multiplied by their respective Estimated Quantities as stated in the Bid Form, plus the Additive or Deductive amounts and all alternates that Airport has selected to be included in the Contract as of the time of award.

6.3.5 Upon determining the apparent lowest responsive and responsible Bidder, the Airport will provide a Notice of Intent to Award via email to all Bidders

*END OF SPECIAL PROVISIONS TO INSTRUCTIONS TO BIDDERS*

**BIDDER'S CHECKLIST**

This Bidder's Checklist is provided as a matter of convenience to assist in the preparation of a Bid. It is not intended to be a comprehensive list of all bidding requirements and is not a substitute for the requirements in the Bidding Documents. Use of this Bidder's Checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Bidding Documents related to preparation of a Bid. Failure to submit a Bid as required by the Bidding Documents may result in your Bid being declared non-responsive and not considered further.

Check off each of the following as completed:

- List of airports to which product was supplied during the prior twelve (12) months.
- Bid Proposal Form: Submitted on appropriate form, filled out legibly and completely. Failure to fill in any of the blanks shall be grounds for setting aside bid as non-responsive.
- Bid is submitted in a sealed opaque envelope, identified with the following:
  - ITB Name and Number
  - Bidder's Name
  - Bidder's Address

**Deadlines**

- Questions must be submitted in writing to [mmerin@spokaneairports.net](mailto:mmerin@spokaneairports.net) and are due no later than 2:00 PM on Tuesday, August 16, 2022.
- Answers to questions will be provided by email no later than 5:00 PM on Wednesday, August 17, 2022.
- Sealed bids must be received no later than 2:00 PM on Friday, August 19, 2022 to the Airport Administration office, 9000 West Airport Drive, Suite 204, Spokane, WA 99224.
- Public bid opening will take place at the Spokane International Airport, Ground Transportation Center (GTC) Conference Room, 9000 W Airport Dr., Spokane, WA 99224

*END OF BIDDERS CHECKLIST*

BID PROPOSAL FORM

1.01 TO: Spokane Airports Board  
9000 W. Airport Drive, # 204  
Spokane, Washington 99224

1.02 FOR: Spokane International Airport  
Public Works Construction

1.03 DATE: \_\_\_\_\_ (Bidder to enter date)

1.04 SUBMITTED BY: (Bidder to enter name and address)

A. Bidder's Full Name & Address

\_\_\_\_\_

1.05 CERTIFICATIONS BY BIDDER

A. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm or corporation. The undersigned further certifies that no member, officer or agent of OWNER'S has direct or indirect financial interest in this proposal.

1.06 OFFER

A. Having examined the Technical Specifications, all matters referred to in the Instructions to Bidders and the Contract Documents for the above procurement, we, the undersigned, hereby offer to enter into a Contract to provide the products specified at the following unit prices, including delivery charges (all delivery charges to assume full-truckload pricing), and Washington State sales tax (currently 9%) for the term of the contract:

B. For the purposes of this Bid Proposal the Airport estimates usage of the specified products to be 75 metric-ton sacks (approximately 155,000 pounds) and nine (9) pallets of 55 pound bags (approximately 19,800 pounds) per year of solid deicing chemicals.

**Solid Deicing Chemicals (one metric-ton sack)** \$ \_\_\_\_\_/EACH

Product Trade Name: \_\_\_\_\_

**Solid Deicing Chemicals (55 lb. bags, 40 bags/pallet)** \$ \_\_\_\_\_/PALLET

Product Trade Name: \_\_\_\_\_

C. For the purposes of this Bid Proposal the Airport estimates usage of the specified products to be approximately 150,000 gallons of bulk delivery fluid deicing chemicals.

**Liquid Deicing Chemicals (bulk delivery)** \$ \_\_\_\_\_/GALLON

Product Trade Name: \_\_\_\_\_



1.07 ACCEPTANCE

- A. This offer shall be open to acceptance and irrevocable for sixty (60) days from bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
  - 1. Execute the Agreement within ten (10) calendar days of receipt of Notice of Intent to Award.
  - 2. Furnish required insurance within ten (10) calendar days of receipt of Notice of Intent to Award.
- C. By submitting and signing this Bid Form, we certify that we comply with the conditions of the Contract Documents, including the Instruction to Bidders.

1.11 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all cost are included in the Bid Sum.
  - 1. Addendum# \_\_\_\_\_ Dated \_\_\_\_\_.
  - 2. Addendum# \_\_\_\_\_ Dated \_\_\_\_\_.
  - 3. Addendum# \_\_\_\_\_ Dated \_\_\_\_\_.
  - 4. Addendum# \_\_\_\_\_ Dated \_\_\_\_\_.

1.12 BID FORM SIGNATURE(S)

- A. Undersigned designated his office of record to which notices may be mailed or faxed is the same as the address listed below:
  - 1. Company: \_\_\_\_\_ (Legal Entity Name)
  - 2. Submitted by: \_\_\_\_\_ (Original Signature)
  - 3. Print name and title:  
\_\_\_\_\_  
\_\_\_\_\_
  - 4. Address: \_\_\_\_\_
  - 5. Telephone: \_\_\_\_\_
  - 6. E-mail: \_\_\_\_\_

1.13 If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

*END OF BID PROPOSAL FORM*

CONTRACT #22-41-9999-013 & -14

AIRFIELD DEICE PRODUCT

VENDOR CONTRACT

BETWEEN

SPOKANE AIRPORT

AND

[Company]

SAMPLE

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VENDOR CONTRACT

THIS VENDOR CONTRACT made and entered into this \_\_\_\_\_, Click or tap to enter a date., by and between SPOKANE AIRPORT, by and through its AIRPORT BOARD, created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, as a joint operation of the City and County of Spokane, municipal corporations of the State of Washington, hereinafter referred to as "Airport" and [Company], a Corporation organized and existing under the laws of the State of Washington, hereinafter referred to as "Vendor;

WITNESSETH

WHEREAS, the Airport Board is the administrator and operator of SPOKANE INTERNATIONAL AIRPORT, AIRPORT BUSINESS PARK AND FELTS FIELD hereinafter referred to as "SIA/ABP/FF", located in the City and County of Spokane, State of Washington, and is authorized to enter into contracts for goods and services and to grant leases for real property and premises at SIA for the promotion, accommodation and development of commerce, commercial and general aviation air transportation; and

WHEREAS, the parties hereto desire to enter into a Vendor Contract, hereinafter referred to as "Contract", granting the Vendor the use, together with others, of SIA and its appurtenances for the purpose of providing FAA approved deicing chemicals for the Airport.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree for themselves, their successors and assigns as follows effective October 1, 2022:

1. TERM

The term of this Contract shall be one (1) year commencing October 1, 2022 and expiring on September 30, 2023. The Airport shall have the option to renew this Contract for two (2) additional one (1) year term, providing that the work performed under this Contract has been fully satisfactory as determined solely by the Airport. Such option shall be under the same terms and conditions contained herein except for the financial consideration and scope of work, which may be renegotiated as set forth in Article 2 - FEES, Paragraph B. Said option may be exercised by written notice from the Airport to the Vendor not later than one hundred and twenty (120) days prior to the expiration of the current term.

2. FEES

A. Prices quoted shall be firm for the first one (1) year of the Contract. The price changes for the second and third year shall not exceed provable changes in expenses for materials by the Vendor. Ninety (90) days prior to the expiration of each Contract year, Vendor shall provide the Airport with the proposed prices for the new Contract year.

B. If the Airport exercises the option to renew, acceptance of a price change for said services will be contingent upon renegotiation between the parties. If mutual agreement has not been achieved within thirty (30) days prior to the expiration of the current term, said option will be null and void. Agreement on any price change shall remain firm for the option year.

C. The price per gallon of FAA approved liquid deicing chemical, bulk delivery, shall be \$0.00, plus applicable taxes and delivery charges.

3. SCOPE OF WORK

All work will be accomplished per Attachment A attached hereto and made a part hereof.

4. RELATIONSHIP OF THE PARTIES

The parties intend that an independent vendor relationship will be created by this Contract. The Airport is interested only in the results to be achieved, and the conduct and control of all services or work will lie solely with the vendor. No agent, employee, servant or otherwise of the vendor shall be or shall be deemed to be an employee, agent, servant or otherwise of the Airport for any purpose, and the employees of the vendor are not entitled to any of the benefits that the Airport provides for its employees. The vendor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, sub-vendors, or otherwise during the performance of this Contract. In the performance of the services herein contemplated, the Vendor is an independent Vendor with the authority to control and direct the performance and details of the work, the Airport being interested only in the results obtained; however, the work contemplated herein must meet the approval of the Airport pursuant to the provisions of the proposal under which the services and work were let to the Vendor.

5. VENDOR'S RIGHTS AND OBLIGATIONS

The parties hereto covenant and agree as follows:

A. Personnel performing services at SIA shall be neat, clean and courteous. Vendor shall not permit its agents, servants or employees to conduct business or otherwise act in a loud, noisy, boisterous, offensive or objectionable manner.

B. Emergency calls from the Airport require Vendor to deliver within four (4) hours. Vendor must provide SIA with after hour's emergency contact phone numbers. Failure to respond as noted may result in a notice to Contractor of non-performance.

C. Vendor shall observe and comply with any and all applicable Airport, federal, state and local laws, statutes, ordinance and regulations and shall abide by and be subject to all reasonable rules and regulations which are now, or may from time to time, be promulgated by any federal, state or local government or agency thereof.

D. Vendor shall be responsible for all its expenses in connection with its operation at SIA and the rights and privileges herein granted, including without limitation by reason of enumeration, taxes, permit fees, license fees and assessments lawfully levied or assessed upon the Vendor, and secure all such permits and licenses as may be lawfully required.

E. To the extent of its capabilities, Vendor agrees to cooperate with the Airport and/or any other Vendor in dealing with aircraft or related emergencies at SIA.

F. All vehicles shall display signs on both exterior sides of the vehicle doors identifying Vendor's business. Signs shall be no smaller than 8-1/2" by 11."

6. SECURITY

~~A. Vendor recognizes its obligations for security on SIA as prescribed by 49 CFR Part 1542, and agrees to employ such measures as are necessary to prevent or deter the unauthorized access of persons or vehicles into the secure area of SIA. Vendor shall comply with Transportation Security~~

~~Regulation Part 1542 (Airport Security) and Airport security policies as presently outlined in its Airport Security Plan, as such Plan may be amended from time to time. Vendor shall pay any forfeitures or fines levied upon it, the Airport or SIA through enforcement of Transportation Security Regulation Part 1542, or any other applicable federal, state or local regulation, due to the acts or omissions of Vendor, its employees, agents, suppliers, invitees or guests and for any attorney fees or related costs paid by the Airport as a result of any such violation.~~

~~B. Vendor shall abide by rules and regulations adopted by the Airport in carrying out the Airport's obligations under Aviation Security Regulations and Directives for the proper identification of persons and vehicles entering the aircraft operations area and other security measures as the Airport deems necessary from time to time. Vendor shall obtain SIA identification badges for all personnel working in restricted areas, which will require each worker to complete the SIA ID Card Application Form, available from the SIA Police. The applicant must submit his/her fingerprints for a criminal history check, for which the current cost is \$35.00. Vendor shall also pay a Fifteen Dollar (\$15.00) fee for the issuance of a new badge and the renewal of each ID Badge. The cost shall be the responsibility of the Vendor. The cost may be amended by the Airport from time to time. The Vendor shall deliver to the SIA Police Department in writing the names, mailing addresses and telephone numbers of all employees performing services under this Contract. Any change in personnel shall be reported to the Airport and the SIA Police Department. The Vendor shall be responsible for the prompt recovery of Airport keys and security identification badges.~~

~~C. Pursuant to applicable federal regulations, Vendor shall conduct an annual self-audit of Airport access media, such as keys and access cards, used by Vendor, its employees, agents, suppliers, invitees, sub Vendors or guests. Vendor shall provide the Airport with a written report of said audits and shall replace, reset or re-key, as appropriate, all affected Airport area access locks or devices whenever missing, lost, or stolen access media exceed five (5) percent of the access media issued for the affected lock or device.~~

~~D. The Vendor will comply with rules, practices, security restrictions and regulations as set forth by the Airport or any agency having jurisdiction at SIA. Any fines assessed against the Airport as a result of the Vendor's failure to comply with the provisions of this paragraph or other intentional or negligent acts or omissions of Vendor, its employees or agents will be paid promptly, upon demand, to the Airport by the Vendor.~~

~~E. All employees assigned by the Vendor shall be physically able to do their assigned work. The Airport shall have complete control over granting, denying, withholding or terminating security clearance for said employees. Clearance is required for all employees upon being hired or assigned to SIA. Vendor shall not permit any employee to begin work until SIA Police grants clearance to each individual employee.~~

F. Vendor employees shall identify, challenge, and report all unauthorized personnel (anyone without proper SIA-issued identification) to SIA Police Department in the SIA Terminal during all hours. NOTE: SIA Police are in the Terminal twenty-four (24) hours per day, seven (7) days per week.

## 7. INDEMNITY AND WAIVER OF DAMAGES

A. The Vendor shall indemnify, hold harmless and defend the Airport, the City and County of Spokane, their elected and appointed officials, agents, employees and representatives from and against any and all claims and actions, demands, damages, civil penalties, charges, judgments, losses,

liabilities of any character or kind and other legal actions and proceedings of whatever nature, including reasonable attorney's fees (including fees to establish the right to indemnification) resulting from, arising out of, related to, or caused by Vendor's or Sub Vendor's conduct of business or from any activity or other things done, permitted, or suffered by Vendor in, or about the Premises or SIA or other act or failure to act, excluding only claims or actions arising out of the sole negligence of the Airport, the City and County of Spokane, their elected and appointed officials, agents and employees, provided that the Airport shall give the Vendor prompt and reasonable notice of any such claim or actions made or filed against it.

B. Vendor hereby agrees to release and hold harmless the Airport, the City and County of Spokane, its elected and appointed officials, agents and employees, from any damages to the Vendor caused by noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on SIA; and the Vendor does hereby fully waive, remise and release any right or cause of action which it may now have or which it may have in the future against the Airport, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operation at or on SIA. The above exception shall not limit a cause of action against other persons or entities, including licensees, concessionaires or aircraft operators.

C. Vendor further agrees to hold the Airport, the City and County of Spokane, their agents, officials and employees free and harmless for any claims arising out of the damage, destruction or loss of any or all of Vendor's equipment excluding any claims arising out of the sole negligence of the Airport, the City and County of Spokane, their elected officials, agents and employees.

#### 8. INSURANCE

The Vendor shall, at its own cost and expense, maintain insurance in full force and effect during the term of this Agreement in such amounts as to meet the minimum limits of liability specified below, and insurance shall be placed with companies or underwriters authorized to issue said insurance in the State of Washington and carry a Best's rating no lower than A-. Failure to obtain and maintain such insurance shall constitute a default under this Agreement. The insurance policy(ies) shall be the standard comprehensive insurance coverage, with aircraft exclusions deleted, to cover all operations of the Vendor. The policy(ies) shall include, but not by way of limitation, bodily injury; property damage; automobile including owned, non-owned, leased and hired; and contractual coverage, including the obligations pursuant to Article 7 - INDEMNITY AND WAIVER OF DAMAGES, herein. The Airport, the City and County of Spokane, their elected and appointed officials, agents and employees shall be named as additional insureds with respect to the Vendor's use of SIA and the Premises which are the subject of this Agreement. The Vendor's insurance shall be primary and non-contributory with any insurance maintained by the additional insureds. Vendor shall promptly upon execution of this Agreement, furnish to the Airport appropriate certificates of insurance and additional insured endorsements evidencing coverage affected and to be maintained for the term of this Agreement. The coverage shall not be less than One Million Dollars (\$1,000,000), combined single limit with an annual aggregate coverage of One Million Dollars (\$1,000,000). The automobile coverage shall not be less than One Million Dollars (\$1,000,000) for owned, non-owned and hired automobiles. 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. Such notice of cancellation or material change shall be mailed to the Airport by certified mail. 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. Upon written request by the Airport, Vendor shall permit the Airport to inspect the originals of all applicable policies. The Vendor's insurance identified in this Article 8 shall include a waiver of subrogation in favor of the additional insured. This Article 8 – INSURANCE, shall be subject to periodic adjustments by the Airport.

9. FORCE MAJEURE

Neither the Airport nor Vendor shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the others employees and agents.

10. NON-PERFORMANCE

A. Vendor shall perform all work to the satisfaction of the Airport, who shall have the right of inspection at all times and who's appraisal and acceptance of the work shall be a precedent to any payment made by the Airport under this Contract.

B. In the event of any dispute regarding employee(s), or scope of work required under this Contract, the decision and judgment of the Airport shall be final and binding.

11. CANCELLATION OF CONTRACT

This Contract shall be subject to cancellation by the Airport upon thirty (30) days advance written notice should Vendor fail to perform the services as outlined in the Scope of Work and as agreed to in the Proposal submitted by Vendor.

12. ADVERTISING AND SIGNS

Vendor shall have the right, at its own expense to utilize and maintain signs for the purpose of identification and cautionary notifications. Any signage shall be of professional quality and prior to utilization of such signage, the Vendor shall obtain the approval of the Airport. The right to utilize identification signs or cautionary signs for information to the traveling public shall be at a location, in the number and type, size and design approved in writing by the Airport. In the event the signs are removed and not replaced, Vendor shall repair the area to its normal appearance. To the extent that Vendor uses any electronic medium for identification and/or advertising which includes any reference to Vendor's relationship with SIA, Airport shall have the right to review and approve the same.

13. LEGAL CLAIMS AND ATTORNEY FEES

A. Each party hereto shall promptly report to the other any claim or suit against it arising out of or in connection with the Vendor's operation at SIA. The Airport and Vendor shall each have the right to compromise and defend the same to the extent of its own interest; provided the defense of the same has not been tendered and accepted by the other party. The Vendor is an independent Vendor in every respect, and not the agent of the Airport.

B. In the event either party requires the services of an attorney in connection with enforcing the terms of this Contract, during the term or after the expiration thereof, or in the event suit is brought for the recovery of any fees or other sum or charges otherwise payable by Vendor or Airport, the prevailing party will be entitled to reasonable attorneys' fees, Vendors' fees, witness fees and other costs, both at trial and on appeal. For purposes of calculating attorneys' fees, legal services rendered on



behalf of the Airport by public attorneys shall be computed at hourly rates charged by attorneys of comparable experience in private practice in Spokane, Washington.

14. ANTI-KICKBACK

No officer or employee of the Airport, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

15. GOVERNMENT RESERVATIONS AND RESTRICTIONS

The rights granted by this Contract shall be subject to all enforced reservations and restrictions, including but not limited to, the following:

A. It is understood and agreed to by Vendor that nothing herein contained shall be construed to grant or authorize the granting of any exclusive right forbidden by the Airport Development Act, 49 U.S.C., 47101, et seq., and Section 308 of the Federal Aviation Act of 1958 and as amended.

B. During time of war or national emergency, the Airport shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if such Contract is executed, the provisions of this Contract insofar as they are inconsistent with the provisions of the agreement or lease with the Government, shall be suspended.

C. This Contract shall be subject to the terms of any sponsor's assurances and agreements now required or imposed in the future, between the Airport and the Federal Aviation Administration or any successor Federal agency.

D. This Contract shall be subordinate to the provisions of any existing or future agreement between the United States Government and the Airport relative to the operation or maintenance of SIA, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of SIA, by the provisions of the Airport Improvement Program, and as the program may be amended, or any other federal act, deed, grant agreement or program affecting the operation, maintenance of SIA now or in the future; provided however, that the Airport shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of Vendor in and to the Premises and improvements thereon. Failure of Vendor to comply with the requirements of any existing or future agreement between the Airport and the United States Government, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of Vendor's rights hereunder.

16. CONTRACT SUBORDINATE TO BOND ORDINANCE

This Contract and all rights of the Vendor hereunder are expressly subordinated and subject to the lien and provisions of any pledge or assignment made by the Airport, the City of Spokane or County of Spokane to secure any bonds authorized by law to be issued for the development or improvement of SIA, and the Airport and the Vendor agree that the holders of the said Bonds shall possess, enjoy and may exercise all rights of the Airport hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Vendor and the Airport with the term and provisions of the bond covenants.

17. TITLE VI ASSURANCES

During the performance of this Contract, the Vendor, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations: Vendor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination: The Vendor, with regard to the work performed by them during the Contract shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Vendor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

C. Solicitation of Subcontracts Including the Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Vendor for work to be performed under subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Vendor of the obligations under this Contract and the Regulations relative to nondiscrimination.

D. Information and Reports: The Vendor, and all subcontractors and suppliers of the Vendor, shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Airport or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Vendor is in the exclusive possession of another who fails or refuses to furnish this information, the Vendor shall so certify to the Airport or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Vendor's non-compliance with the nondiscrimination provisions of this Contract, the Airport shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to withholding of payments to Vendor until Vendor complies, and/or cancellation, termination, or suspension of the agreement in whole or in part.

18. MAINTENANCE OF RECORDS

Vendor shall make available to the Airport's auditor, or his fully authorized representative, all records created as a result of the Contract including pertinent information which Vendor shall have kept in conjunction with this Contract and which the Airport may be required by law to include or make part of its auditing procedures, or which may be required for the purpose of funding the service contracted for herein. Vendor agrees to maintain a copy of said records for a minimum of seven (7) years following completion of its services.

19. SEVERABILITY

If any term or provision of this Contract shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Contract shall not be affected thereby, but each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

20. NON-WAIVER OF BREACH

The waiving of any of the covenants of this Contract by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenants. The consent by the Airport to any act by the Vendor requiring the Airport's consent shall not be deemed to waive consent to any subsequent similar act by the Vendor.

21. SUBMISSION OF CONTRACT

The submission of this document for examination and negotiation does not constitute an offer to enter into or renew a contract or agreement. This document shall become effective and binding only upon execution and delivery hereof by the Airport and Vendor. No act or omission of any officer, employee or agent of the Airport shall alter, change or modify any of the provisions hereof.

22. SURVIVAL OF INDEMNITIES

All indemnities provided in this Contract shall survive the expiration or any earlier termination of this Contract. In any litigation or proceeding within the scope of any indemnity provided in this Contract, Vendor shall, at the Airport's option, defend the Airport at Vendor's expense by counsel satisfactory to the Airport.

23. APPLICABLE LAW; VENUE; WAIVER OF TRIAL BY JURY

This Contract, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the laws of the State of Washington. Jurisdiction and venue for any action on or related to the terms of this Contract shall be exclusively in either the United States District Court for the Eastern District of Washington at Spokane or the Spokane County Superior Court for the State of Washington, and the parties irrevocably consent to the personal jurisdiction of such courts over themselves for the purposes of determining such action and waive any right to assert a claim for inconvenient forum. In any action on or related to the terms of this Contract, the parties (for themselves and their successors and assigns) hereby waive any right to trial by jury and expressly consent to trial of any such action before the court.

24. NOTICES

All payments, demand and notices required herein shall be deemed to be properly served if hand delivered, or if sent by certified or registered mail, postage prepaid, to the last address previously furnished by the parties hereto. Until hereafter changed by the parties, in writing, notices shall be addressed as follows:

AIRPORT: SPOKANE AIRPORT  
Operations Department  
9000 W. Airport Drive, Suite 204  
Spokane, WA 99224

VENDOR: \_\_\_\_\_

---

---

The date of service of such notice shall be the date such notice is deposited in a post office of the U.S. Post Office Department.

25. TIME OF ESSENCE

It is mutually agreed that time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Contract.

Emergency calls from the Airport require Vendor to return any calls within twelve (12) hours.

26. PARAGRAPH HEADINGS

Paragraph headings contained herein are for convenience in reference only and are not intended to define or limit the scope of any provision of this Contract.

SAMPLE

**Spokane Airport Board**

Airfield Deicing Products  
ITB # 22-41-9999-013 & -14

Section 00 52 13  
Sample Construction Contract

IN TESTIMONY WHEREOF, witness the signature of the parties hereto the day and year first above written:

SPOKANE AIRPORT BOARD:

APPROVED AS TO FORM:

\_\_\_\_\_  
By: Choose an item.  
Choose an item.

\_\_\_\_\_  
By: General Counsel

Click or tap here to enter text.:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

UBI: \_\_\_\_\_

SAMPLE

SECTION 01 11 00

SUMMARY OF WORK and TECHNICAL SPECIFICATIONS

A. SCOPE

- a. These specifications cover Sodium Acetate/Formate based solid deicing products and Potassium Acetate based fluid deicing products to be delivered to Airfield Maintenance Building at Spokane International Airport ("Airport") located at 8008 W Aviation Ave, Spokane, WA 99224.

B. SOLID DEICING PRODUCTS

- a. The last three year average use by the Airport is approximately 160,000 pounds per year of solid deice product The product must be sodium acetate, sodium formate or sodium formate/acetate-blend based.
- b. The product must meet FAA approved specification SAE AMS1431E (or more current version).
- c. Solid deicing products must be available in metric-ton "super sacks" as well as pallets of 55-lb. bags (40 bags per pallet).
- d. Solid Deice must not clump up or become hard during delivery or storage (airport stores solid deice on racks in a dry and heated (55deg. F) facility) for one year. Any bags that are found to be hard during receipt or within the one year of storage shall be returned for replacement or refunded fully.

C. FLUID DEICING PRODUCTS

- a. The last three year average use by the Airport is approximately 140,000 gallons of fluid deice product.
- b. The product must be a non-glycol based fluid deicer, typically a potassium acetate based product.
- c. The product must meet the latest FAA approved specification SAE AMS1435D (or more current version).
- d. Fluid deicing products must be available by bulk tanker delivery.

D. ADDITIONAL REQUIREMENTS

- e. Product deliveries shall be made to the Airfield Maintenance Building, located at 8008 W Aviation Ave, Spokane WA 99224, unless otherwise directed. Access to the Airfield Maintenance Building is restricted, as the facility is inside the Airport security fence. Delivery trucks will be escorted to and from the Airfield Maintenance Building by Maintenance staff as promptly as possible.
- f. All bidders must supply a copy of the report by the SAE stating that the proposed product meets the indicated SAE standard.
- g. All bidders must provide a technical bulletin or specifications for the products bid as well as the required Material Safety Data Sheets for each product.
- h. Product deliveries must be coordinated at least 24 hours in advance by contacting the Airfield Maintenance Department at (509) 835-8010.
- i. Products must be delivered to the Airport within seventy-two (72) hours of order placement, without exception for weekends and holidays. The time of order placement will be the time of transmission of the signed purchase order either by facsimile or email.
- j. Unless otherwise coordinated in advance, deliveries will be made between the hours of 7:00am and 3:30pm, local time.
- k. Solid deice product should be delivered in a box trailer or fully tarped on a flatbed trailer.