

REQUEST FOR QUOTES
CHARLOTTESVILLE ALBEMARLE AIRPORT

QUOTE: 01-16

I. INSTRUCTIONS FOR REQUESTS FOR QUOTES

A. General

1. The Charlottesville Albemarle Airport Authority is seeking quotes for the purchase of Runway De-Icing/Anti-Icing Fluid on an "as needed and requested" basis with no minimum quantity for a period of approximately twelve (12) months.
2. Submit quote quotation on the blank quote form included herein, filling in all spaces and information; failure to answer all questions, provide all information and return all pages of this Request for Quotes may be cause for disqualification of the bidder.
3. All quotes must be signed by an authorized representative of the responding firm.
4. The quote must be received by 2:00 p.m. on Tuesday, December 10, 2015 at the following address:

Charlottesville-Albemarle Airport Authority
100 Bowen Loop, Suite 200
Charlottesville, Virginia 22911

Attention: Quote - Airfield Deicing Fluid

Place in lower left hand corner:

Runway De-Icing Fluid
Quote Number 01-16
Charlottesville Albemarle Airport

5. If quote is sent by mail, it shall be sent by certified mail or overnight express carrier.
6. Only those quotes received in the Administrative Offices, Second Floor Terminal Building, prior to the quote opening date and time specified above shall be considered. Quotes received after the quote opening time and date will be returned unopened.
7. Quotes will be evaluated on the basis of commercial references and the lowest price for each 4,500 gallon shipment delivered to the Charlottesville Albemarle Airport, by a responsive and responsible bidder who is not in default on any other Commission Contract.

8. **Any questions concerning this Request for Quote shall be provided in writing to William D. Pahuta, Deputy Executive Director, on or before 4:30 p.m. EST, December 10, 2015 at the address above or by FAX to (434) 974-7476; otherwise, bidders shall not contact any Authority employee concerning the quotes until the quotes have been opened.**

B. Additional Quote Requirements:

1. Quote, on the basis of a 4,500 gallon shipment, shall include all transportation, delivery, handling and any other associated costs, and training of Authority personnel.
2. Each company shall include on the quote form the name of at least three Airport references for the same product, including the name and telephone number of a contact at the reference Airport. Such references should be the same approximate distance from the bidder's distribution facility as is the Charlottesville-Albemarle Airport.
3. Each company shall submit, with its quote, at no cost to the Authority, a certification by an independent third party laboratory that its product meets the specifications contained herein.
4. Each company shall submit, with its quote, an MSDS for the Runway De-Icing/Anti-Icing product it proposes to provide.
5. Any changes, including corrections of omissions and discrepancies that may be made to the Request for Quote will be in the form of an Addendum which will be provided to all Companies. Receipt by the Company of such addendum shall be acknowledged on the quote form.
6. The requirements for the purchase, including the detailed specifications and other requirements, terms and conditions which will be imposed on the successful company are included in the attached Proposed Contract.

C. Additional Information to Assist Suppliers:

1. The Authority does not desire to purchase a prototype product, and requires that the proposed product shall have been used by at least three airports, specified in the quote, for at least one full winter season.
2. Shipments must be delivered to the Charlottesville Albemarle Airport within twenty-four (24) hours of each request for shipment. Companies unable to meet the delivery time shall be considered non-responsive.
3. The successful company must provide a telephone contact available to receive requests for shipments 24 hours per day.
4. The Charlottesville Albemarle Airport Authority currently has sufficient storage for 6,000 gallons of deicer and has 6,000 gallons already on hand. The actual usage is totally dependent upon weather conditions. These estimates are provided for the benefit of the potential

companies and shall in no way be construed to require the Authority to purchase any minimum amount of de-icing fluid, nor constrain it from purchasing more than it has purchased in previous years. However, unless the contract is cancelled or otherwise terminated or an emergency condition develops, the Authority shall be required to purchase all of its requirements for Potassium Acetate Liquid De-icer, as determined by Authority, during the contract term from the successful company.

5. This Contract shall begin January 1, 2016 or upon full execution, whichever is later and shall expire on December 31, 2016.
6. The Charlottesville Albemarle Airport Authority is a political subdivision of the Commonwealth of Virginia, and may qualify for any government discount a company may offer.

D. Quote Award

1. The Authority reserves the right to award the Contract to a Company other than that with the apparent low quote. Should a Contract be awarded to a Company other than the apparent low quoter, it will be awarded to the lowest responsive and responsible Company meeting all specifications, and having positive commercial references, who is not in default on any other Authority contract.
2. The Authority reserves the right to waive any informality in any quote and to reject any or all quotes should said action be deemed to be in the best interest of the Authority.
3. Quotes shall be valid for 60 days. Within sixty (60) consecutive calendar days after the Quote Opening date, the Charlottesville Albemarle Airport Authority may give written "Notice of Quote Acceptance". The successful Company shall be required, within ten (10) consecutive calendar days after the receipt of the "Notice of Quote Acceptance" to execute the Contract.
4. Should the successful Company fail to execute and return the Contract within the time allowed, the Authority may proceed to contract with the next lowest responsive and responsible Quote meeting all specifications, and may act to debar the first successful quote from future pricing opportunities.
5. The quote award shall not be final and effective, nor the Authority legally bound, until the fully executed contract is returned to the successful company.

II. **QUOTE FORM**

DATE: _____

SUBMITTED BY: _____

Firm Name

Charlottesville Albemarle Airport Authority
100 Bowen Loop, Suite 200
Charlottesville, Virginia 22911

The undersigned hereby proposes and agrees, if this Quote is accepted, to contract with the Charlottesville-Albemarle Airport Authority, to sell, transport and deliver Runway De-Icing/Anti-Icing Fluid to the Charlottesville-Albemarle Airport, upon request, with no minimum quantity, for a period of approximately twelve (12) months, in accordance with this Quote Form, the Instructions for Requests for Quotes, the Proposed Contract and any Addenda to the Request for Quote, as prepared by the Charlottesville Albemarle Airport Authority, Charlottesville, Virginia.

Quote Price Per Shipment of Potassium Acetate Liquid Runway De-Icing Fluid (as described in Section I.D. of the Proposed Contract and based on 4,500 gallon shipments).

Price Per Shipment: _____ (\$ _____)

Commercial name of Liquid Potassium Acetate De-Icing Fluid being quote:

Manufacturer's Name and Address:

Location of Supplier's storage and distribution facility:

Storage Capacity of Supplier's storage and distribution facility:

****4500 Gallons of Runway De-Icing Fluid must be delivered within 24 hours after receiving each notice to proceed or purchase order from the Authority.**

All quotes shall remain valid for 60 days.

All prices quoted by the successful company shall remain in effect for the term of the Contract, and shall include all delivery, transportation, travel, and other incidental costs.

Company shall attach a certification by an independent laboratory demonstrating that the proposed product meets the requirements of SAE, AMS 1435, and shall provide such other documentation as is necessary to demonstrate that it meets all specifications contained in Section I.D. of the proposed contract.

Company shall attach an MSDS for the Liquid Potassium Acetate De-Icing Fluid it proposes to sell to the Authority.

Airport References (See Section I.B.2. of the Invitation to Quote):

<u>Airport Name</u>	<u>City & State</u>	<u>Phone Number</u>	<u>Contact Person</u>	<u>Year(s) of Sales</u>
-------------------------	-----------------------------	---------------------	---------------------------	-----------------------------

State the complete legal firm name:

Delivery Address:

Mailing Address:

Telephone: _____

Fax:

Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

Date

III. PROPOSED CONTRACT FOR RUNWAY DE-ICING/ANTI-ICING FLUID

THIS CONTRACT, is made and entered into this 1st day of January, 2016, between the Charlottesville Albemarle Airport Authority, a political subdivision of the Commonwealth of Virginia, (hereinafter referred to as "Authority" or "Purchaser") and _____ (hereinafter referred to as "Seller" or "Contractor"), whereby for good and valuable consideration, including the promises set forth herein, the parties agree as follows:

I. GOODS AND SERVICES

A. General:

Seller hereby agrees to sell, transport and deliver Potassium Acetate Runway De-Icing/Anti-Icing Fluid ("de-icing fluid") described in I.D. below on an "as needed and requested" basis to the Charlottesville Albemarle Airport Authority with no minimum quantity. Authority shall not be required to purchase any minimum amount of de-icing fluid from Seller under this Contract. In addition to, and not in lieu of, any other applicable warranties, Contractor expressly warrants the runway de-icing fluid provided hereunder to be properly formulated, merchantable, and fit for the particular purpose for which it is intended.

B. Delivery:

1. All items shall be delivered to the Charlottesville Albemarle Airport, 100 Bowen Loop, Suite 200, Charlottesville, Virginia, 22911, unless some other airport building or location is designated by Authority.
2. All de-icing fluid which is delivered must conform in every way to the specifications listed in Section I.D. hereof. Substitution of materials or nonconformance with detailed specifications will be cause for rejection of the shipment and possible cancellation of the contract.
3. The Seller shall deliver all goods within twenty-four (24) hours of the Authority's issuance of each purchase order or telephone request.
4. Seller shall provide and maintain a telephone contact available twenty-four hours per day to receive requests for shipment orders.

C. Inventory:

The Seller must maintain an adequate inventory on hand of the Potassium Acetate De-Icing Fluid described in the Contract, so that required shipments, if any, can be ordered and delivered promptly as requested.

D. Detailed Specifications:

1. The Runway De-Icing Fluid shall be a Potassium Acetate Base solution which meets all requirements of the FAA approved specification SAE AMS 1435.
2. The solution shall be a minimum of fifty percent (50%) potassium acetate by weight plus corrosion inhibitors.
3. The solution shall have a ph between 9.0 and 11.5.
4. Solution shall have a freezing point less than -50° F.
5. Shipments shall be by tank truck with 4,500 (+/- 300) gallons per truck.
6. The vendor shall provide written technical information covering at minimum: The Fluid's environmental impact, MSDS, handling storage and application guidelines.
7. The vendor shall provide 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.
8. The vendor shall provide evidence that it can deliver The Fluid to the Buyer's receiving location within 24 hours of order placement including distribution and production capabilities. Vendor shall provide the _____ airports to which it supplied The Fluid during the prior 12 month period.
9. The Buyer recognizes the value and need for new technology. Vendors are encouraged to bid alternate AMS1435 certified runway deicing formulations which have better deicing performance, environmental properties, material compatibility, or other qualities benefiting airport operations. AMS 1435 certification must accompany the bid for alternatives to be considered by the Buyer.
10. The Buyer reserves the right to inspect the manufacturer's production plant and/or the vendor's distribution facility prior to contract award.
11. Delivery shall be made within twenty-four (24) hours of receipt of request from the Authority's Deputy Director or his designee. Contractor shall notify Authority's representative of the approximate time for each delivery.
12. Upon execution of the Contract, Seller shall provide the Authority a comprehensive technical information bulletin on the fluid, including but not limited to the de-icing fluid's Material Safety Data Sheet, specifications, environmental impact, storage procedures, and fluid properties. Updates of such information shall be provided, as appropriate, during the term of the Contract.
13. At Authority's request, the seller shall provide comprehensive, on-site training to Authority's personnel. Said training shall at a minimum cover the Fluid's performance, environmental and handling characteristics and procedures.

14. If the de-icer to be provided is not Cryotech E-36, the seller shall submit written certification(s) as to whether its product can be mixed with any E-36 remaining in a holding tank without rendering either or both products ineffective or less effective.

II. CONTRACT DOCUMENTS

The Contract document shall consist of this Contract, the Request for Quotes and Instructions for Request for Quotes, the Seller's Completed Quote Form and the Independent Laboratory Certification, which are attached hereto and incorporated herein by reference. In the event of any conflict or inconsistency between (i) this Contract and (ii) any other Contract document, the terms and conditions of this Contract shall prevail.

III. CONTRACT TERM

Unless sooner terminated or cancelled, this Contract shall begin January 1, 2016 or upon its date of execution by both parties, whichever occurs later, and expire at midnight on December 31, 2016.

IV. PAYMENT

1. Payment will be made in accordance with Seller's quote within thirty (30) days after the satisfactory delivery, as determined by Authority and acceptance by Authority of each 4,500 gallon shipment, and the submittal by Seller of a proper invoice. A detailed invoice shall be sent to the Charlottesville Albemarle Airport Authority, 100 Bowen Loop, Suite 200, Charlottesville, Virginia, 22911, attention William D. Pahuta.
- B. Seller agrees that Authority may refuse to accept and/or withhold payment on any shipment which does not conform to the specification in Section I above, as determined solely by Authority, or which is unacceptable due to Seller's unsatisfactory performance under this Contract.
- C. Payment Conditions
 1. The Seller shall take one of the two following actions within seven days after receipt of amounts paid to the Seller by the Authority for work performed by any subcontractor under this contract:
 - a. Pay the subcontractor for the proportionate share of the total payment received from the Authority attributable to work performed by the subcontractor under the contract; or,
 - b. Notify the Authority and the subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
 2. The Seller shall pay interest to any subcontractor on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment from the Authority for work performed by the subcontractor under the contract, except for amounts withheld as allowed under subparagraph 1.b. above.

Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.

3. The Contractor shall include in its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
4. Prior to receiving any payments under this Contract, if the Contractor is an individual, the Contractor shall provide their social security number to the Authority and if the Contractor is a proprietorship, partnership, or corporation, the Contractor shall provide its federal employer identification number to the Authority.
5. Contractual claims by the Contractor, whether for money or other relief, shall be submitted in writing together with all supporting documentation to the Interim Executive Director no later than thirty calendar days after the occurrence of the event giving rise to the claim; however, written notice of the Contractor's intention to file such claim shall have been given to the Interim Executive Director no later than within five calendar days of the initial occurrence of the event upon which the claim is based. In reviewing the claim, the Interim Executive Director may request any additional information or documentation from the Contractor or other parties and may utilize appropriate assistance from other sources. Any final decision in writing by the Interim Executive Director shall be issued to the Contractor within thirty calendar days from the later of: (i) receipt of the written claim; or (ii) receipt of any additional information requested from the Contractor.

V. **SUBCONTRACTING AND ASSIGNMENT**

Seller shall not assign this contract or any of its rights or duties hereunder, nor shall Seller subcontract any of the Work hereunder, without the prior written consent of the Authority's Interim Executive Director.

VI. **ENTIRE AGREEMENT**

This contract embodies the entire understanding between the parties. There are no oral agreements or representations in connection herewith.

VII. **CANCELLATION**

A. **For Cause**

The Executive Director of the Charlottesville Albemarle Airport Authority may cancel this contract upon five days written notice whenever the Seller's services or product fall below the quality of services generally provided by others for similar types of products and services, or the Seller has failed to perform as required hereunder. Prior to any such cancellation, the Seller shall be given written notice and five (5) days to cure such failures.

In the event that Contractor defaults in the performance of any of the terms, conditions or agreements contained in this Contract, and Owner places the enforcement of all or part of

this Contract in the hands of an attorney for enforcement, including the filing of a suit upon the same, Contractor agrees to pay all of Owner's reasonable attorney's fees and costs related to any such proceeding.

B. Without Cause

The Executive Director of the Authority may cancel the contract without cause at any time upon thirty (30) days advance written notice, provided that Contractor shall be paid for all services satisfactorily completed, as determined by Authority, on or before the effective date of the cancellation.

VIII. NON-DISCRIMINATION

A. During the performance of this contract, the Contractor agrees as follows:

(1.) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(2.) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

(3.) Notices, advertisements and solicitations places in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

B. The Contractor will include the provisions of the foregoing paragraphs 1., 2., and 3. in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

IX. CERTIFICATION

The undersigned individual executing this agreement on behalf of Contractor certifies and warrants that he or she is authorized to enter into this agreement and bind Contractor to all of the terms and conditions contained herein.

X. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the Commonwealth of Virginia, both as to interpretation and performance. Every action brought under or related to this Contract shall be brought in a Virginia court of competent jurisdiction in the County of Albemarle or in the United States District Court for the Central District of Virginia in Charlottesville, Virginia, and not

elsewhere.

XI. **CONTACT INFORMATION FOR PRODUCT ORDERING**

Name of Contact Person:
Telephone number for ordering (24hrs.):

Name of Person for Problem Resolution:
Telephone number:

WITNESS the following signatures:

Contractor: _____

By: _____

Title: _____

Date: _____

Attest: _____

Title: _____

FNI: _____

Charlottesville Albemarle Airport Authority

By: _____

Title: Deputy Executive Director

Date: _____

Attest: _____

Title: _____