



# Addendum No. Two

**Date: September 22, 2023**

**RFP No: FY24-805-13 FAA Approved Runway Deicer/Anti-Icer Fluid**

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This Addendum #2 to the Request for Bids for FAA Approved Runway Deicer/Anti-Icer Fluid contains the following clarifications and changes to RFB:

- Changes to Addendum No. One
- Responses to questions submitted in writing.

## **CHANGES TO ADDENDUM #1**

Please note that Addendum No. One was erroneously labeled as an addendum to another procurement action. All references in Addendum No. One to “RFB No: FY24-805-12 FAA Runway Sand” are hereby deleted and replaced with the following:

**RFB No: FY24-805-13 FAA Approved Deicer/Anti-Icer Fluid**

All other information listed in Addendum #1 will remain unchanged and in full effect.

## **CHANGES TO THE RFB DOCUMENT**

### **QUESTIONS SUBMITTED IN WRITING**

**Question 1:** We are looking at bidding this product. Is this bid for a tanker truck delivery or for a 265 gallon totes etc...? We offer both options but want to bid correctly.

**Response:** This RFB is seeking tanker truck delivery.

**Question 2:** Would the City please state payment terms?

**Response:** Please refer to [Section 5.2](#) of the sample Agreement provided in Exhibit B of the RFB.

**Question 3:** Would the City agree to accept adjustments for freight annually?

**Response:** Please refer to [Section 3.1](#) of the RFB. Freight must be incorporated in the price per gallon. Any annual adjustments may be negotiated with the successful Contractor.

**Question 4:** Would the City agree to accept price adjustments annually based on the actual changes in raw material costs?

**Response:** Please see response to Question 3. Any proposed pricing adjustments based on changes in the cost of raw materials may be submitted in writing at the beginning of each renewal period, subject to approval by the City.

**Question 5:** Section III Instructions for Preparation of Bid 3.1 Bid Content and Organization (c.) Pricing shall be all-inclusive and include the price per gallon, at a minimum order of 4,000 gallons and in Exhibit A Bid form states a minimum order of 4,000 gallons, however full truckload orders of potassium acetate are shipped in approximately 4,400 gallon quantities. Is this acceptable to the City?

**Response:** Orders of 4,400 gallon quantities are acceptable to the City.

**Question 6:** Is there a bid/offer expiration date?

**Response:** Please refer to RFB [Section 4.1 Timeline](#). Notification of Award.

**Question 7:** Would the Airport consider adding the below 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.

**Response:** Any terms to the Agreement may be negotiated with the successful Bidder prior to Agreement execution.

**Question 8:** What was the term of the last contract (was it multi-year)?

**Response:** This information is not applicable to this stage of the procurement process.

**Question 9:** What was the last bid price for the initial year of the last contract?

**Response:** This information is not applicable to this stage of the procurement process.

**Question 10:** What was the last (or current) contract price?

**Response:** This information is not applicable to this stage of the procurement process.

**Question 11:** Will you supply the last 5 years' usage, on an annual basis?

**Response:** Please see the table below stating the last five (5) years' supply usage, on an annual basis.

**Disclaimer:** Please note supply usage amounts will vary year to year.

	2018	2019	2020	2021	2022
Airfield Runway Deicer/Anti-Icer Fluid Used	75,000 gal	116,626 gal	54,595 gal	174,223 gal	68,564 gal

**Question 12:** Will you accept full truckload deliveries of 4,400 gallons?

**Response:** Please see the response to Question 5, above. Orders of 4,400 gallon quantities are acceptable to the City.