

INVITATION TO BID

INSTRUCTIONS TO BIDDERS

Scope:

A contract will be awarded with the requirement to supply, liquid runway/taxiway deicing product to the Susquehanna Area Regional Airport Authority (S.A.R.A.A.) for facilities including but not limited to: Harrisburg International Airport, Middletown, Dauphin County PA 17057, Capital City Airport, New Cumberland, Cumberland County, PA 17070. The product must meet the latest FAA approved specification SAE AMS1435. Contractor must provide: delivery within 24 hours of placement of order. Bidding shall be performed in accordance with the specifications attached hereto.

Procedures:

Bids must be either hand carried or mailed to SARAA, One Terminal Dr., Suite 300 Harrisburg International Airport, Middletown, PA 17057, Attn: Thomas Rotondo

Sealed bids will be received until 2:00 p.m. local time, on Monday, October 17, 2022. The bids will be publicly opened and read in the HIA Terminal Building, 3rd Floor, McIntosh Board Room. Any bids received after that time will not be considered and will be returned to the bidder unopened. The outside of the envelope must be plainly marked in the lower left-hand corner "BID PROPOSAL LIQUID DEICING PRODUCT."

Proposal guaranty in the amount of **10% of the contract total** is required with all bids. Guaranty may be a bid bond, certified check, bank cashier's or treasurer's check, and made payable to SARAA. Attorney's in fact who sign bid bonds, performance bonds, and payment bonds must file with each bond, a certified and effective dated copy of their Power-of-Attorney.

Additionally, the awarded contractor shall be required to furnish a performance bond in the amount of **100% of the first year's contract amount**. The bonds made payable to SARAA, must be provided within a fourteen (14) day period after notification of award.

The Susquehanna Area Regional Airport Authority (SARAA) reserves the right to reject any and all bids, to waive any technical or other deficiencies and to accept any proposal that it may deem to be in the best interest of the Authority. SARAA reserves the right to request any additional information or data required to determine qualifications of any or all bidders. Any award shall be as result of compliance with: bidding procedure, requirements as stated within the bidding document, specifications, and being deemed as the lowest responsive and responsible bidder by the Authority. The judgment as to the manufacturer's and /or bidders experience and compliance with bid specifications is solely the responsibility of the agency accepting bids.

The SARAA Contract General Terms and Conditions are incorporated and become part of this or any Agreement precipitated by this Invitation To Bid document.

Requirements:

1. Contract prices are to remain firm through the current ordering cycle except where annual adjustments permit.
2. The Authority reserves the right to cancel the contract if the contractor fails to properly perform the duties set out herein.
3. Bidders will be given permission to withdraw any proposal submitted prior to the bid opening provided the Bidder makes their request in writing to the Purchasing Manager. All requests pertaining to withdrawal must reach the Project Manager (Thomas Rotondo), no later than two (2) hours prior to the time fixed for the opening of the bids.
4. The Susquehanna Area Regional Airport Authority (SARAA) is a Municipal Authority created under the Municipal Authority Act of 1945 and is therefore exempt from the Pennsylvania sales and use tax. Nothing in this paragraph is meant to exempt a construction contractor from the payment of sales tax or use tax required to be paid with respect to its purchase or use of tangible personal property used or transferred in connection with the performance of its construction contract.
5. No bid will be considered unless the bid price is firm without qualification. Conditional bids will not be accepted. Bid is based on the acceptance of the bid within ninety- (90) days after the opening time. The prices on any purchase resulting from this quotation shall remain firm until the completion of the order, except as otherwise noted.
6. Whenever a product/service is defined in this proposal by trade name/catalog number of a manufacturer or vendor, the term "or approved equal" if not inserted therewith shall be implied. Any reference to a particular manufacturer's product either by trade name or by limited description is solely for the purpose of more clearly indicating the minimum standard of quality desired, except where a "no substitute" or "no exception" is noted. The term "or approved equal" is defined as meaning any other make which in the opinion of the Authority is of such character, quality and performance equivalence as to meet the standard of quality of the items specified. Bidder quoting on an item other than as specified shall furnish complete identification on the bid proposal of the product being offered by trade name, brand and/or model number. The bidder shall also furnish descriptive literature or data with respect to the alternative item to be furnished.
7. By signing this proposal, Bidder certifies that (a) the bid has been arrived at independently and is submitted without collusion with any other bidder for the items described herein, and (b) the contents of the bid have not been disclosed by the bidder nor, to the best of his/her knowledge and belief, by any of his/her employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith, and will not be disclosed to any such person prior to the official opening of the bid.
8. Bidder must return the following documents completed:
 - Bid Submittal Sheet
 - All requested Laboratory analysis.
9. Contractor shall comply with the Commonwealth of Pennsylvania Contractor Integrity

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

SARAA CONTRACT
GENERAL TERMS AND CONDITIONS

THESE GENERAL TERMS AND CONDITIONS (the "Conditions") are incorporated into and become a part of the Agreement (the "Agreement"), dated _____, _____, by and between the **SUSQUEHANNA AREA REGIONAL AIRPORT SARAA** ("SARAA") and _____ (the "Contractor").

Conditions Incorporated. These Conditions are incorporated into the Agreement and made a part thereof as if fully set forth therein. In the event of any inconsistencies between the Agreement and the Conditions, the terms and conditions of the Conditions shall control. The Agreement (with the Conditions incorporated) represents the entire and integrated agreement between the parties and supersedes any prior negotiations, representations or agreements, either written or oral.

Representations and Warranties of Contractor. In addition to, and not in substitution of, any representation and warranty of Contractor made in the Agreement, Contractor hereby represents and warrants that:

- (i) Contractor is either (a) incorporated in or has a certificate of authority to do business in the Commonwealth of Pennsylvania, or (b) is sui juries and of full capacity to execute and deliver the Agreement, and to perform all obligations there under;
- (ii) the persons executing the Agreement on behalf of the Contractor are duly authorized to do so and to legally bind the Contractor without further approvals or authorization of the directors, partners, officers or shareholders of the Contractor;
- (iii) the Contractor has the requisite power and authority to enter into and carry out the terms of the Agreement and no further notice to or approval of any board, court, government agency or other body, person or entity is necessary in order to permit the Contractor to perform under the Agreement;
- (iv) the Agreement constitutes a legal, valid and binding obligation of the Contractor, enforceable against Contractor in accordance with its terms; and
- (v) the execution and delivery of the Agreement by the Contractor and the performance of the Agreement by the Contractor will not violate any existing order, judgment or decree, or violate or conflict with or result in a breach of any provision of or constitute a default under, any existing indenture, loan document, security instrument or other agreement or instrument to which the Contractor is a party or to which the Contractor is otherwise bound.

Indemnification. Subject to the limitation set forth below, Contractor agrees to indemnify and hold SARAA harmless from and against any and all claims, including all reasonable attorney fees and other expenses of SARAA, for, or in connection with, any accident, injury or damage whatsoever caused to any person or property and arising, directly or indirectly, out of the business conducted at the Airport or occurring in, on or about the Airport or any part thereof or arising directly or indirectly from any act or omission of Contractor or any subcontractor, or their respective officers, partners, agents, employees, invites or licensees, and from and against any and all costs, expenses and liabilities incurred in connection with any such claim or proceeding brought thereon, including reasonable attorney fees, except to the extent directly caused by SARAA's gross negligence or intentional misconduct.

Assignment. Contractor shall not assign or otherwise transfer its interest under the Agreement without obtaining the prior written consent of SARAA, which consent shall be at SARAA's sole and absolute discretion. SARAA may assign or otherwise transfer its interest, duties, rights and/or obligations hereunder to any authority or other successor in interest. SARAA may assign, pledge or take appropriate action with respect to the Agreement and its rights and interest there under for any purpose relating to obtaining loans, the issuance of bonds, or other revenue generating devices without obtaining the consent of the Contractor.

Independent Contractors. SARAA and the Contractor are independent Contractors, and the Agreement shall not be deemed to establish any joint venture, partnership or relationship of the parties other than that of independent contractors.

Termination of Agreement for Cause. If for any reason, Contractor shall fail to timely and properly perform its obligations under the Agreement, or if Contractor shall violate any of the covenants, terms or conditions of the Agreement, SARAA may, in SARAA's sole discretion, terminate the Agreement by giving written notice to Contractor setting forth an effective date of termination which shall be no earlier than fifteen (15) days from the date of the notice. Upon receipt of a notice of termination, the Contractor shall work cooperatively with SARAA to arrange for a prompt, efficient and transfer of any work in progress under the Agreement to SARAA or any contractor selected by SARAA.

Notices. Any notices, demands, requests or other instruments which are or may be required or permitted hereunder, shall be deemed sufficiently given if delivered (i) in person, or sent by (ii) registered or certified United States mail, postage prepaid, return receipt requested, or (iii) by a nationally recognized overnight courier services, such as Federal Express, for next business day delivery and addressed to SARAA or the Contractor at the addresses set forth below:

To SARAA: Mr. Timothy Edwards
Executive Director
Susquehanna Area Regional Airport Authority
One, Terminal Drive, Suite 300
Middletown, PA 17057

with a copy to: Mr. Thomas Rotondo
Purchasing Agent
Susquehanna Area Regional Airport Authority
One, Terminal Drive, Suite 300
Middletown, PA 17057

To Contractor: _____

or at such other person or address as either party may specific by notice given as provided herein to the other party. All notices shall be deemed to have been given upon receipt, except for notices sent by certified mail, return receipt requested, which the addressee party refuses delivery. In that event, the notice shall be deemed to have been given on the date on which the party first refuses delivery.

Entire Agreement. The Agreement, including all exhibits, contains all of the agreements, conditions, understandings, representations and warranties made between the parties hereto with respect to the subject matter hereof. There are not customs, promises, terms, conditions or obligations referring to the subject matter or inducements leading to the execution thereof, other than those contained herein.

Interpretation. In interpreting the Agreement, there shall be no inference, by operation of law or otherwise, that any provision of the Agreement shall be construed against either party hereto. The Agreement shall be construed without regard to any presumption or other rule requiring construction against the party drafting or causing the Agreement to be drafted.

Governing Law. The Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to any conflict of law provisions. Any action to enforce or interpret this Agreement or otherwise arising from this Agreement shall be brought in the Court of Common Pleas of Dauphin County, Pennsylvania.

Amendment. The Agreement shall not be amended except by a writing executed by both parties.

Severability. If any term or provision of the Agreement, or any application thereof, shall be held invalid or non-enforceable, the remaining terms and provisions of the Agreement, or the application of such terms or provisions, which have been held valid or enforceable, shall not be affected thereby.

Counterparts/Facsimile. The Agreement may be executed in any number of identical counterparts, all of which shall evidence only one agreement. A signature to the Agreement delivered by telecopy or other artificial means shall be deemed valid if a manually signed copy of such signature is delivered within two (2) days after such telecopy or other signature is delivered.

Contractor Integrity. The Contractor integrity provisions attached hereto as Exhibit "C" and incorporated herein by this reference shall be applicable to the Agreement.

CONTRACTOR INTEGRITY PROVISIONS

1. Definitions
 - a. Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with SARAA.
 - b. Consent means written permission signed by a duly authorized officer or employee of SARAA, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, SARAA shall be deemed to have consented by virtue of execution of this agreement.
 - c. Contractor means the individual or entity that has entered into this agreement with SARAA, including directors, officers, partners, managers, key employees, and owners of more than a five percent interest.
 - d. Financial interest means:
 - (1) ownership of more than a five percent interest in any business; or
 - (2) holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
 - e. Gratuity means any payment of more than normal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
2. The Contractor shall maintain the highest standards of integrity in the performance of this Agreement and shall take no action in violation of state or federal laws, regulations or other requirements.
3. The Contractor shall not disclose to others any confidential information gained by virtue of this Agreement.
4. The Contractor shall not, in connection with this or any other agreement with SARAA, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of SARAA.
5. The Contractor shall not, in connection with this or any other Agreement with SARAA, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of SARAA.
6. Except with the consent of SARAA, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this Agreement except as provided therein.
7. Except with the consent of SARAA, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.

8. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify SARAA in writing.
9. The Contractor, by execution of this Agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he or she has not violated any of these provisions.
10. The Contractor, upon the inquiry or request of SARAA or an appropriate governmental authority, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by SARAA or an appropriate governmental authority to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refer to or concern this Agreement. Such information shall be retained by the Contractor for a period of three years beyond the termination of the Agreement unless otherwise provided by law.
11. For violation of any of the above provisions, SARAA may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with SARAA. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those SARAA may have under law, statute, regulation or otherwise.

EXHIBIT "A"

**SPECIFICATION
FOR
LIQUID RUNWAY ANTI-ICING/DE-ICING FLUID**

Sealed Bids will be received by the Purchasing Manager of the Susquehanna Area Regional Airport Authority, herein referred to as the "Authority". Bids will be opened and recorded at One Airport Drive, Suite 300, Middletown, PA 17057.

1. SCOPE

These specifications cover a minimum 50 percent active ingredient-based anti-icing/de-icing liquid in the form of a ready use liquid, meeting the Society of Automotive Engineers, Inc. Aerospace Material Specification 1435 ("The Fluid") or latest revision.

2. REQUIREMENTS

- a. The fluid shall consist of a minimum fifty percent (50%) active ingredient by weight, with freezing point of -50 degrees F or lower. Lowest working Temperature is to be no higher than or equal to -20 degrees F. **THE FLUID SHALL NOT CONTAIN UREA, ETHYLENE OR PROPYLENE GLYCOL.**
- b. Appearance shall be blue mobile liquid, free of suspended matter.
- c. The Fluid density shall be 10.68 +/- .25 pounds per gallon at 68 degrees F (20 degrees C); the pH shall not exceed 11.5.
- d. Proposed fluids will be evaluated to ensure that the application qualities (e.g. viscosity) are consistent with existing airport application equipment.
- e. SAE AMS 1435 requires the fluid to be tested for catalytic oxidation of carbon in accordance with SAE AIR 5567. Include AIR 5567 test products, from an independent testing laboratory, with bid submission.
- f. The successful bidder shall provide a comprehensive, on-site training for Harrisburg International Airport personnel. Said training shall cover The Fluid performance, environmental impact, handling, and application characteristics.

- g. The Fluid shall be manufactured using technology owned by the manufacturer. Fluids manufactured on license from third parties are not acceptable.

- h. Application rates, as documented by the product manufacturer, will be evaluated for the overall effect on annual operating costs. If a product has a lower application rate that still provides melting and holdover performance acceptable to the Susquehanna Area Regional Airport Authority, then its effect on lowering annual operating costs will be taken into consideration.
 - 1. Pre-Treatment Application Rate: Maximum of 0.5 gallons per 1,000 square feet.
 - 2. Deicing Application Rate: Typical use at 1 gallon or less per 1,000 square feet.

- i. Pavement Friction Values and Fluid Holdover: The Vendor shall provide independent laboratory data to demonstrate the capability of the product to maintain acceptable runway pavement friction values during active freezing precipitation.

3. BID SUBMITTALS

- a. The Fluid shall conform to all requirements of SAE AMS 1435. Bidder shall provide, with bid proposal, a copy of the Fluid's Periodic Testing Report in accordance with AMS 1435 specification. Said Periodic Testing Report shall be prepared by an independent third party testing laboratory and shall be dated within twenty-four (24) months the bid proposal.

- b. Bidder shall provide with bid proposal, a comprehensive technical information bulletin on The Fluid, including but not limited to, The Fluid's Material Safety Data Sheet, specifications, environmental impact, storage procedures, application guidelines, and The Fluids properties.

- c. Bidder shall provide a report from an independent testing laboratory stating electrical conductivity test results in mS/cm. Evidence should also be submitted showing what steps what steps will be required to ensure that airport equipment corrosion and runway lighting electrical short circuits will be minimized when using the product.

- d. Bidder shall provide with bid proposal, an acute aquatic toxicity test report for The Fluid. The report shall be prepared by an independent third party

testing laboratory and shall be in compliance with the U.S. Environmental Protection Agency (EPA) test methods. The report shall include the 24-hour, 48-hour, 72-hour or 96-hour LC50 concentration of The Fluid for rainbow trout, brook trout, flathead minnows or daphnids.

- e. Bidder shall provide with bid proposal, a report of the Fluid's 5-day at 68 degrees F (20 degrees C) Biochemical Oxygen Demand (BOD). The report shall be prepared by an independent third party testing laboratory and shall be in compliance with (EPA) test methods.
- f. Bidder shall include with bid proposal, the names of three (3) U.S. Airports to whom they have supplied The Fluid in the past three (3) years.

4. GENERAL

- a. Bid price shall be price per gallon, delivered to Harrisburg International Airport 513 Airport Drive, Middletown, PA 17057.
- b. The successful bidder shall be required to furnish and deliver product within **TWENTY-FOUR** (24) hours after an order has been placed. Deliveries shall be made directly to Harrisburg International Airport in such quantities and in such manner as may be ordered. Inasmuch as the proper and safe operation of the airport depends substantially upon prompt delivery, the 24-hour delivery time shall be deemed to be of the essence. Deliveries shall be made available to Harrisburg International Airport twenty-four (24) hours a day, seven (7) days a week, including holidays.
- c. Each delivery must provide a copy of the Certificate of Analysis and a certified weight ticket.
- d. The successful bidder shall not make any deliveries of goods or otherwise begin performance until expressly directed to do so by the "Authority" Purchasing Department through a purchase order.
- e. The Authority reserves the right to reject any and all proposals, and the right to waive any minor discrepancies in the bid when deemed to be in the best interest of the Authority. Failure of the bidder to provide the required submittals shall be cause for rejection of bid.
- f. Harrisburg International Airport uses an estimated 50,000 to 60,000 gallons per snow removal season and the Authority reserves the right to buy more or less than these estimates for the life of the contract.
- g. The Authority reserves the right to sample any delivery for testing.

5. CONTRACT TERM

- a. This contract is for a term of five (5) years, effective December 1, 2022 through November 30, 2027.
- b. The price per gallon may be adjusted yearly as a result of price changes in raw materials used in the manufacturing of this product. All requests for price adjustments must be submitted in writing together with written documentation justifying the request for a price adjustment. The Authority must receive such requests no later than August 31st in each calendar year of this contract.
- c. The Authority retains the right to terminate this contract upon thirty (30) days written notice.

