

STATE OF ALASKA ITB NUMBER 2517H028
AMENDMENT NUMBER Two (2)

AMENDMENT ISSUING OFFICE:



Department of Transportation & Public Facilities
Statewide Contracting & Procurement
P.O. Box 112500
(3132 Channel Drive, Suite 350)
Juneau, Alaska 99811-2500

THIS IS NOT AN ORDER

DATE AMENDMENT ISSUED: May 3, 2017

ITB TITLE: Runway Potassium Acetate

ITB OPENING DATE AND TIME: May 16, 2017 @ 2:00 PM Alaska Time

Amendment number two (2) serves to:

- Answer question received, and;
- Revise the language and requirements on page 10, of the ITB section titled EVIDENCE OF COMPLIANCE
- Provide a Revised Bid Schedule

Question 1:

Per page 10 of the ITB testing within 90 days of bid opening:

AMS 1435 Certification has three (3) sets of parameters

Original Certification

Periodic Certification; and

Reproduction test, which is done internally for batch production like the COA

The only thing that would potentially be within the 90 days would be the reproduction test, because the Periodic Certification has to recertify every one of our plants every two (2) years, so technically it would be within two (2) years. So in that case, do you want a manufacturer's declaration that we certify that we meet the standards in addition to all of the test data to support the requirements if it is outside the 90 days?

Response 1:

The language and requirements on ITB page 10, sections titled Evidence of Compliance has been revised to read as follows:

EVIDENCE OF COMPLIANCE: Bidders must submit written confirmation with their bid that the product offered meets all State specifications and Federal FAA requirements set forth in the ITB.

Bidders must submit the following with their bid:

1. Material Safety Data Sheets;
2. Certified test results from an independent laboratory, dated within **two years** of bid opening demonstrating clear indication that the offered chemical conforms to each specification and FAA requirements set forth in this ITB; and
3. **Reproduction test results, dated within 180 days of bid opening demonstrating clear indication that the offered chemical conforms to each specification and FAA requirements set forth in this ITB.**

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The State reserves the right to verify and approve evidence of compliance.

The bidder's failure to submit the above evidence with their bid may cause the State to determine the bid non-responsive and reject the bid.

Throughout the contract term, the Contractor must submit proof of certified lab results within thirty (30) days of the State's written request.

Question 2:

Bid Schedule; Lot 2: As-Needed Quantity Orders; F.O.B. Point: Cordova Airport

Will Cordova Airport be purchasing Lot 2 product in bulk or totes?

What is the expected delivery time frame for Lot 2 deliveries to Cordova?

Response 2:

Delivery will be made in Bulk within forty-five (45) days after receipt of order. Please see revised Bid Schedule for Amendment #2.

Question 3:

Would the State consider adding the below clauses to the contract:

"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.

Response 3:

No, The State does not agree to add this language.

Question 4:

Would the State consider adding the below clauses to the contract:

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

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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 4:

No, The State does not agree to add this language.

This is a mandatory return Amendment. Your bid may be considered non-responsive and rejected if this signed amendment is not received [in addition to your bid] by the bid opening date and time.

Chris Hunt



Procurement Officer

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NAME OF COMPANY

DATE

PRINTED NAME

SIGNATURE