



NOTICE TO PUBLIC AND BIDDERS

Advertisement for Bids

The Fort Wayne-Allen County Airport Authority will receive sealed bids until **11:00 a.m. Eastern Standard Time, on October 1, 2020** at the office of the Fort Wayne-Allen County Airport Authority, Suite 209, 3801 W. Ferguson Road, Fort Wayne, Indiana 46809-3194 for the furnishing and delivery of Potassium Acetate Based Runway Deicing Fluid from October 15, 2020 to March 31, 2023.

The estimated annual combined usage is 15,000 to 45,000 gallons annually for each October to March winter season.

Potassium Acetate bid details may be may be obtained on the Authority's website at www.fwairport.com, Airport Business, Solicitations & Bidding. Any issued addendums to this bid will be posted at this site. It will be the responsibility of interested firms to obtain any and all posted addendums.

The Fort Wayne-Allen County Airport Authority, 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) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award

Bids must be accompanied by a SURETY BOND or CERTIFIED CHECK. The BOND or CHECK shall equal 5% of the maximum bid based on an estimated annual usage of 45,000 gallons. The Non-Collusion Affidavit must be signed and notarized as required by law.

The Fort Wayne-Allen County Airport Authority reserves the right to reject any and/or all bids.

Bids will be publicly opened and read aloud at 11:15 a.m., Eastern Standard Time on the 1st day of October 2020, in the Board Room of The Fort Wayne-Allen County Airport Authority, at the address as shown above. All attendees at the bid opening will be required to wear masks and socially distance to meet current CoVid guidelines in the State of Indiana. Bids shall be properly executed and addressed to this office with the documents required by the bid forms, specification and related legal documents.



Joe Marana, A.A.E.
Director of Operations & Facilities

A Whole New Altitude

GENERAL INSTRUCTIONS

POTASSIUM ACETATE BASED DEICING MATERIALS

Scope

The Fort Wayne-Allen County Airport Authority (FWACAA) is soliciting bids for the purchase of potassium acetate-based deicing/anti-icing materials for use on airport aprons (ramps), runways and taxiways for the prevention and removal of frozen deposits of frost and ice. The period of the award will be to cover three winter seasons effective October 15, 2020 ending March 31, 2023.

The product shall be compatible with both our above ground storage tanks made of mild carbon steel and the tank on our sprayer made out of polypropylene.

Specification Compliance

The Federal Aviation Administration adopted specification SAE AMS 1435, latest revision, is required as the standard for product deicing/anti-icing products. Throughout the term of the agreement, the supplier agrees to continue to maintain in compliance with all Federal Aviation mandated requirements for use on airport runways and taxiways. Should the supplier fail to do so, the agreement is subject to termination.

Compliance with general and technical specifications for SAE AMS 1435, latest revision, is required. Any firm submitting a bid must complete and return the compliance sheets with their bid. If a yes/no response is appropriate, list in the space provided. Where a number is requested, provide your product's results. Any deviation from these specifications must be noted and outlined in sufficient detail. Failure of a bidder to comply with the terms of this paragraph may be cause for rejection.

Technical specifications are attached for potassium acetate liquid deicing/anti-icing chemicals. These technical specification requirements are summarized from SAE Specification AMS 1435, latest revision. The attached specification summaries are a listing of the major applicable requirements of the above-named document and are not intended to be all inclusive. Additional requirements specific to the Fort Wayne-Allen County have been included.

Pricing

All pricing shall be submitted on the attached price sheets. **The cost for potassium acetate shall be bid as a not-to-exceed amount per gallon for the duration of three winter seasons from October 15, 2020 to March 31, 2023.**

Our estimated annual usage of liquid-based deicing materials for each winter season will be from 15,000 to 45,000 gallons. This figure is an estimate only based on previous usage. Actual quantities used throughout the term of the contract award may be substantially more or less. Pricing shall not exceed the amount submitted in your bid, regardless of the actual usage throughout the term of the contract.

Delivery

All pricing is to be bid F.O.B. Destination. As such, the cost per gallon should include delivery to the deicer storage facilities at 11414 West Perimeter Road, Fort Wayne, Indiana 46809. Single source 24 hour emergency service must be available. These emergency shipments must be available within 24 hours of order placement. Deliveries will be in 4,500 gallon bulk shipments.

Our maintenance deicer storage facility is available for delivery without escort Monday through Friday from 7 a.m. to 8 p.m. We have a 2" hose that hooks up to the delivery vehicle. If the truck is unable to pump the product, we have a pump which can suction the deicer product from the delivery vehicle.

Other Bid & Contract Documents

All bids must be accompanied by a BID BOND or CERTIFIED CHECK. The Bond or Check shall equal 5% of the maximum bid based on an estimated annual usage of 45,000 gallons.

Appendix A contains a contract document which will be executed with the lowest responsible and responsive bidder for Potassium acetate based runway deicing materials after the award has been approved by the Fort Wayne-Allen County Airport Authority Board.

If a bidder submits alternate contract language with their bid, it may be considered only to the extent that it is not prejudicial to competition or the Authority. A bidder who submits terms and conditions which are deemed unacceptable will be required to withdraw their additional language or their bid will be considered non-responsive. Terms and conditions which impact a bidder's price will not be acceptable.

**GENERAL SPECIFICATION
COMPLIANCE CHECK LIST
POTASSIUM ACETATE BASED DEICING PRODUCTS**

| | Do you comply? (Yes/No) |
|---|----------------------------|
| The pricing submitted is not-to-exceed pricing for the 3-year contract period. | _____ |
| Pricing is F.O.B. Fort Wayne, Indiana | _____ |
| Single Source Emergency Service is provided. | _____ |
| Emergency shipments available within 24 hours. | _____ |
| Material Safety Data Sheets are provided with the bid and will be provided with each shipment. | _____ |
| Supplier acknowledges that the attached technical specifications are summaries only of the applicable specifications and are not intended to be all inclusive. | _____ |
| Shipments to be sealed to guarantee no contamination. | _____ |
| Shipment of product subject to random sampling for true and correct composition. | _____ |
| Contractor will supply formal and informal training for Authority staff prior to season of use at a time mutually agreed upon by the Maintenance Superintendent of the FWACAA and the contractor. | _____ |
| Contractor will verify transfer equipment used for storage facility so no delay will be caused in product transfer. | _____ |
| Supplier guarantees that product conforms to Federal Department of Aviation criteria, specifically but not limited to Advisory Circular AC 150/5200-30D and any published updates. | _____ |
| Supplier guarantees that product conforms to Federal Department of Environmental Protection Agency statutes concerning potentially environmental hazardous chemicals | _____ |

Compliance
(Yes or No)

Supplier guarantees that product conforms to Indiana Department of Environmental Management statutes concerning potentially Environmental Hazardous Chemicals.

Environmental data which may be required for reporting to either the EPA or DNR should be included with your bid. These shall include but are not limited to: percent product biodegradability, biochemical oxygen demand (BOD5), chemical oxygen demand (COD), ph, presence of toxic or hazardous components (if any), and remaining inert elements after application.

Product literature should be provided with the bid. Product samples are available upon request.

Five years experience in providing the runway deicer in this bid. Attach documentation and references.

Contractor will supply formal and informal training for Authority Staff prior to season of use at a time mutually agreed upon by the Maintenance Manager of the FWACAA and the contractor.

Test results performed by an independent lab providing evidence that your product complies with the applicable AMS specification must be provided prior to award to include acceptance tests from the most recent lot.

Provide information regarding the plant location where the product will originate from and where the product will be delivered from.

**TECHNICAL SPECIFICATIONS
FOR POTASSIUM ACETATE BASED DEICING PRODUCTS**

Compliance
(Yes or No)

Potassium Acetate Base (+/- .5%) to be: 50% or more (Show %) _____%

The runway deicing product shall not contain any glycol, urea, or formates. _____

Detail and % of other ingredients in product

#1 _____%

#2 _____%

#3 _____%

Compliance
(Yes or No)

The supplier guarantees that the potassium acetate product conforms to SAE specification AMS 1435, latest revision, Liquid Runway Deicing/Anti-Icing Product. _____

Material:

The composition of the product shall be a potassium acetate product as required to produce a product meeting the requirements of these specifications. _____

Can this product be used in combination with sodium formate or or sodium acetate? _____

Environmental Information:

Biodegradability: Product shall be tested in accordance with APHA Standard Methods for Examination of Water and Waste Water. The manufacturer shall provide results of bioassays which shall contain not less than the following information:

The percent of product biodegraded in five days at 20°C (68°F).

Compliance
(Yes or No)

The 5-day total oxygen demand (TOD) of the product based on Theoretical oxygen demand (ThOD), whether calculated computationally Or via measured chemical oxygen demand (COD), expressed in kilograms of oxygen per kilograms of product.

Ecological Behavior: A statement of the ecological behavior of the product, which shall include aquatic toxicity for the total formulation. The aquatic toxicity data shall be determined in accordance with EPA 40 Code of Federal Regulations (CFR) Part 797.1300, EPA 797.1400, or OECD Guidelines for Testing of Chemicals (Methods 202 and 203) using test species required by regulatory agencies for permitted discharges. The LC50 concentration, the highest concentration at which 50% of the test species survive, shall be given in milligrams per liter.

Trace Contaminants: Report the presence, in percentage by weight, of sulfur, halogens, phosphate, nitrate, and heavy metals (lead, chromium, cadmium, and mercury).

Appearance: Product, as received by purchaser, shall be homogeneous, uniform in color, and free from skins, lumps, and foreign materials detrimental to usage of the product. If product is colored, it shall be blue.

Physical Properties:

The product, as supplied by vendor, shall conform to the following requirements: tests shall be performed in accordance with specified tests on the product in concentrated form as delivered by vendor, unless otherwise specified herein:

Flash Point: Shall be reported and shall be not lower than 100° C (212° F), determined in accordance with ASTM D 56 or ASTM D 93. In case of dispute, flash point determined in accordance with ASTM D 56 shall apply.

Specific Gravity: Shall be reported and shall be within ±0.015 of the preproduction value established in preproduction tests (SAE Section 4.2.3) determined in accordance with ASTM D 891.

Compliance
(Yes or No)

pH: Shall be 7.0 to 11.5 and within ± 0.5 of the preproduction value established in preproduction tests (SAE Section 4.2.3) determined in accordance with ASTM E 70.

Freezing Point:

Freeze point of product diluted 1:1 by weight with ASTM D 1193. Type IV water shall be reported and shall be lower than $+6.0^{\circ}\text{F}$ (-14.5°C), determined in accordance with ASTM D 1177.

Shall be reported and shall be within 4°C (7°F) of the preproduction value established in preproduction tests (SAE Section 4.2.3) determined in accordance with ASTM D 1177.

Effect on Aircraft Metals:

Sandwich Corrosion: Specimens, after testing in accordance with ASTM F 1110, shall show a rating not greater (worse) than one.

Total Immersion Corrosion: The product, tested in accordance with ASTM F 483 (except the panels of AMS 4376 that shall be tested for 24 hours), shall neither show evidence of corrosion of panels nor cause a weight change of any test panel greater than shown in Table 1.

TABLE 1 - Total Immersion Corrosion

| Test Panel | Weight Change mg/cm ² per 24 hours |
|---|---|
| AMS 4037 Aluminum Alloy, anodized as in AMS 2470 | 0.3 |
| AMS 4041 Aluminum Alloy | 0.3 |
| AMS 4049 Aluminum Alloy | 0.3 |
| AMS 4376 Magnesium Alloy, dichromate treated as in AMS 2475 | 0.2 |

AMS 4911 or MAM 4911 Titanium Alloy
AMS 5045 Carbon Steel

0.1
0.8

Compliance
(Yes or No)

Low Embrittling Cadmium Plate: Test panels, coated with low-embrittling cadmium plate, shall not show a weight change greater than 0.3 mg/cm² per 24 hours, determined in accordance with ASTM F 1111.

The product shall be tested for cyclic immersion corrosion of cadmium plate in accordance with AIR6130 and the results reported as specified in Section 6 of AIR6130.

Hydrogen Embrittlement: The product shall be nonembrittling, determined in accordance with ASTM F 519, Type 1a, 1c, or 2a specimens, cadmium plated in accordance with MIL-STD-870, Class 1 Type I. Type 1a and Type 1c, specimens shall be loaded to 45% of the predetermined notch fracture strength, and Type 2a specimens loaded to 80% of the yield strength. The entire 2a stressed specimen, or just the notched area of the 1a and 1c stressed specimen, shall be immersed continuously in the solution under test for 150 hours at a temperature of 77 °F±9 °F (25 °C ±5 °C).

Stress-Corrosion Resistance: The product shall not cause cracks in AMS 4911 titanium alloy specimens, determined in accordance with ASTM F 945, Method A.

The product shall be tested in accordance with ASTM F 945, Method A using AMS 4916 specimens. Report shall detail the effect of the product and the effect of the control solution. The results shall be reported for informational purposes only.

Effect on Transparent Plastics:

The product, at 25°C ± 2 °C (77°F ± 4 °F), shall not craze, stain, or discolor MIL-PRF P25690 stretched acrylic plastic, determined in accordance with ASTM F 484.

The product, at 25°C ± 2 °C (77°F ± 4 °F), shall not craze, stain, or discolor AMS-P-83310 polycarbonate plastic, determined in accordance with ASTM F 484, except that the specimens shall be stressed for 30 minutes ± 2

to an outer fiber stress of 13.8 MPa (2000 psi).

Compliance
(Yes or No)

Effect on Painted Surfaces: The product, at $25^{\circ}\text{C} \pm 2^{\circ}\text{C}$ ($77^{\circ}\text{F} \pm 4^{\circ}\text{F}$), shall neither decrease the paint film hardness by more than two pencil hardness levels nor shall it produce any streaking, discoloration, or blistering of the paint film, determined in accordance with ASTM F 502.

Effect on Unpainted Surfaces: The product, tested in accordance with ASTM F 485, shall neither produce streaking nor leave any stains requiring polishing to remove.

Rinsibility: The product shall be completely rinsible in tap water, determined in accordance with paragraph below.

A 75 x 200 mm (3 x 8 inch) panel of clear glass shall be cleaned to provide a surface free of water break, dried, and coated with the deicer/anti-icing product by pouring the product over the panel while it is held in a horizontal position. The coated panel shall be inclined at an angle of approximately 45 degrees for 10 minutes \pm 0.5 minute, then placed in a horizontal position for 24 hours \pm 0.25 hour at room temperature. After the 24 hour exposure, the panel shall be rinsed in tap water for 5 to 6 minutes, followed by a rinse with ASTM D 1193, Type IV, water, allowed to air dry at ambient temperature, and examined for visible traces of the deicer/anti-icing product.

Runway Concrete Scaling Resistance: The condition of the runway concrete surface shall have a rating not greater than 1 for 50 freeze-thaw cycles, determined in accordance with ASTM C 672 except that concrete shall:

Be air-entrained with an air content as specified in ASTM C 672
Have a minimum cement content of $510 \text{ lb/yd}^3 \pm 10 \text{ lb/yd}^3$
($302 \text{ kg/m}^3 \pm 6 \text{ kg/m}^3$). Have a slump, 1.5 inches \pm 0.5 inch ($38\text{mm} \pm 13\text{mm}$)

A 25% by volume solution of the deicer/anti-icing product, as supplied by the manufacturer in commercial concentration, in tap water shall be substituted for calcium chloride. Performing more than one freeze-thaw cycle per day is acceptable.

Storage Stability: The product, after storage in accordance with ASTM F1104,

Compliance
(Yes or No)

should not exhibit separation or an increase in turbidity compared to unaged product. Any increase in turbidity shall be reported, but shall be acceptable if removed by mild agitation.

The product, when used in accordance with manufacturer's recommendation, shall remove accumulated frozen deposits of frost and ice from the airport aprons (ramps), taxiways and runways. The product shall be tested in accordance with AIR6170 for ice melting effectiveness, with AIR6172 for ice undercutting effectiveness, and with AIR6211 for ice penetration effectiveness.

Effect on Carbon-Brake Systems. The product shall be tested for catalytic oxidation of carbon in accordance with AIR5567 and the results shall be reported as shown in 4.2 of AIR5567. The results shall be reported for informational purposes only. Per AIR5567, the lower the percent weight loss, the lower the risk of the carbon-carbon heat sink being damaged through catalytic oxidation.

Quality Assurance

The vendor of the product shall supply all samples for vendor's tests and shall be responsible for performing all required tests and quality assurance provisions as indicated in Section 4 of AMS 1435, latest edition.

**PRICE SHEET
FOR POTASSIUM ACETATE
DEICING/ANTI-ICING CHEMICALS**

| <u>Description</u> | <u>Unit</u> | <u>Est. Quantity Per Winter Season</u> | <u>Unit Price</u> |
|--|-------------|--|-----------------------------|
| Potassium acetate SAE AMS 1435, Latest edition. | gallon | 15,000 to 45,000 | \$_____/gallon delivered |

Not to exceed cost October 15, 2020 to March 31, 2023

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Signature

Company Name

Company Address

Company Telephone Number

APPENDIX A

**FORT WAYNE-ALLEN COUNTY AIRPORT AUTHORITY
PURCHASE AGREEMENT**

Product to be Supplied: _____

Number of Pages Including Exhibits: _____

Exhibits Included [x]: A__ B__ C__ D

Unit Cost of Product: _____

Term of Contract: October 15, 2020 to March 31, 2023

THIS AGREEMENT, made and entered into this _____ day of _____, 20____
by and between the Fort Wayne-Allen County Airport Authority, a municipal corporation of
the State of Indiana, (hereinafter referred to as the "Authority") and _____
(hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the Authority desires to secure the product and any related services detailed
in the bid document in **Exhibit A**, attached hereto and made a part hereof; and

WHEREAS, the Authority, based on a review of bids submitted by interested firms, has
selected the contractor to provide these product(s); and

WHEREAS, The contractor desires to provide these product(s) in connection with the
bid.

NOW, THEREFORE, in consideration of the mutual covenants and agreements
contained herein, the Authority and Contractor hereby agree as follows:

1. Term of Agreement. Contractor will supply the products in this agreement as may be required by the Authority beginning on the 15th day of October, 2020 and continuing to the 31st day of March 2023.

2. Job Details. Contractor agrees to provide the product and related services as detailed in the attached Exhibit A incorporated herein by reference as they are required by the Authority. The contractor will be notified verbally by an authorized Authority representative that a shipment is required. After such notification, the contractor shall make arrangements to deliver the product in accordance with Exhibit A. Each party shall provide written documentation to the other party indicating the names and phone numbers of their company's authorized contacts.

3. Authority's Consent to Assignment. Contractor shall not assign any interest or obligation in this Agreement and shall not transfer any interest or obligation in this Agreement without the prior written consent of the Authority. Claims for money due or to become due the contractor from the Authority under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval provided notice of any such assignment or transfer is furnished promptly to the Authority.

4. Violations of Provisions. If, through any case, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreements, or if the contractor shall violate any of the covenants or stipulations of this Agreement, the Authority shall thereupon have the right to terminate this Agreement at the Authority's discretion. There shall be no other termination or cancellation of this Agreement during its term, without the prior written consent of the Authority.

5. Event of Termination. In the event the Authority exercises its unilateral right to terminate this Agreement for cause in the manner provided for in Paragraph 4 above, the

Contractor shall be entitled to receive just and equitable compensation for any satisfactory product provided. Notwithstanding the above, the Contractor shall not be relieved of any liability to the Authority for damages, financial or otherwise, sustained by the Authority by virtue of any breach of this Agreement by the Contractor, and the Authority may withhold any payments to the Contractor for the purpose of set-off.

6. Force Majeure. The Contractor shall not be deemed to be in breach of this Agreement by reason of failure to perform any of its obligations if, while and to the extent that such failure is due to strikes, boycotts, labor disputes, embargoes, acts of God, acts of public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage or any other circumstances for which it is not responsible and which are not within its control.

7. Compensation. The Authority agrees to make such payments for product which was ordered and subsequently supplied. The Authority shall never be required to pay more per unit than as set forth on Page 1 of this Agreement under the heading "Unit Cost of Product."

8. Required Reports. Contractor agrees to make such reports as are required in the attached Exhibit A, incorporated herein by reference. The Authority shall review all reports, specifications, material safety data sheets and other documents as may be required in Exhibit A presented by the Contractor to the Authority, and to timely respond, in writing, to the documentation submitted for review.

9. Cooperation with Governing Agencies. For products supplied under this Agreement to the Authority, the contractor agrees to cooperate with the various departments, employees, and officers of the Authority and all other agencies that might have jurisdiction over or interest in this procurement contract.

10. Performance Manner of Work. Contractor shall commence, carry on, and complete its obligations under this Agreement in a safe, sound, economical, and efficient manner, in accordance with this Agreement and all applicable laws. Furthermore, Contractor should take such caution as is necessary to protect all Authority property.

11. Necessary Personnel. Contractor agrees to secure at Contractor's own expense all personnel necessary to carry out Contractor's obligations under this Agreement. Such personnel shall not be deemed to be employees of the Authority nor have any direct contractual relationship with the Authority.

12. Notices. Notices, bills, invoices, and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first-class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

13. Rules and Regulations. Contractor shall comply with Federal, State, and local laws or rules and regulations of any governmental authority as are applicable to the Project, including, but not limited to, the rules and regulations adopted by the Authority in its Airport Security Program, the Federal Aviation Administration (and specifically, without limitation, Federal Aviation Regulations TSA 1542 and FAR Part 139). Any violation by Contractor, its employees, suppliers, guests, business invitee or agents, of any rule or regulation, which results in the assessment of a fine against the Authority by any authority or agency shall be paid by the Contractor to the Authority in an amount equal to the penalty assessed.

14.1 Indemnification of Authority.

- (a) Contractor shall indemnify and hold Authority harmless from suits, actions, damages, liability, and expense in connection with loss of life, bodily or personal

injury, or property damage arising from or out of any occurrence in, upon, or at or from the Authority premises, to the extent caused by any act or omission of Contractor, its agents, contractors, employees, servants, invitees, or licensees:

- (b) Contractor shall deliver product to an approved Authority storage facility;
- (c) Authority shall not be responsible or liable at any time for any loss or damage to Contractor's equipment or other personal property of Contractor except to the extent such loss or damage is caused by the sole negligent act or omission of the Authority;
- (d) Neither party shall be responsible or liable to the other party for any injury, loss, or damage to any person or to any property of Contractor or other person caused by or resulting from acts of God or the elements;
- (e) In the event Authority shall without fault on its part be made party to any litigation commenced by or against Contractor, then Contractor shall protect and hold Authority harmless and pay all costs, expenses, and reasonable attorneys' fees associated with said litigation.
- (f) Notwithstanding any of the foregoing provisions of this section, Contractor shall not be liable to indemnify or hold Authority harmless for any loss, claim, damage, or injury which arises directly or indirectly, in whole or in part, out of any negligent act or omission of the Authority.

14.2 Insurance. Contractor shall procure and keep in force at all times during the term of this Agreement, at its expense, insurance in the amount and types as shall be specified, in Exhibit

B. Authority shall be named as additional insured party under such policies of insurance.

Contractor shall furnish Authority with a certificate, or certificates, issued by the insurance

carrier evidencing such insurance. Thirty (30) days notice of cancellation must be provided for termination or modification of any policy.

14.3 Hold Harmless. Notwithstanding anything herein to the contrary, Authority and Contractor and all parties claiming under them, hereby mutually release and discharge the other from all claims and liabilities arising from or caused by any hazard covered by insurance on the Authority premises or covered by insurance in connection with property on or activities conducted at the storage premises, regardless of the cause of the damage or loss. This release shall apply only to the extent that such loss or damage is covered by insurance and only so long as the applicable insurance policies contain a clause to the effect that this release shall not affect the right of the insured to recover under such policies.

15. General Civil Rights Provision. The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

16. Right to Audit. The Contractor agrees that the Authority, the Federal Aviation Administration, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific program for the purpose of making audit, examination, excerpts, and transcriptions.

17. Provisions Shall be Binding. The Authority and the Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party to this Agreement, and to the partners, successors, assigns, and legal representatives of such other party in respect of all covenants of this Agreement. Neither the Authority nor the contractor shall assign, sublet, or transfer this interest in this Agreement without the written consent of the other.

18. Non-Discrimination. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:**
In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases

of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as

the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with

Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

19. Headings and Definition.

- a. It is agreed that the headings and phrases as to the contents of particular paragraphs of this Agreement are inserted only as a matter of convenience and for reference, and in no way are intended to be a part of this Agreement, or in any way to define, limit, or describe the scope or intent of the particular paragraph to which they refer.
- b. Where in this instrument pronouns or words indicating the singular number appear, such words shall be considered as masculine, feminine, or neuter pronouns or words indicating the plural number, and vice versa, where the context indicates the propriety of such use.

20. Indemnification by Authority. The Authority agrees to indemnify, defend, and hold Contractor harmless, to the extent permitted by Indiana law, from and against any claim, demand, action, penalty, suit or liability (including the cost of defense, settlement, and reasonable attorney's fees), which contractor may hereinafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination or adverse effects on the environment or any violation of governmental laws, regulations or orders, to the extent caused by any negligent or intentional act or omission of Authority, it's employees or agents.

Notwithstanding any of the foregoing provisions of this section, Authority shall not be liable to indemnify or hold Contractor harmless for any loss, claim, damage, or injury which arises directly or indirectly, in whole or in part, out of any negligent act or omission of the Contractor.

21. Entire Agreement. The entire Agreement of the parties is contained herein and in the bid documents. This agreement supersedes any and all oral agreements. Any agreed upon modifications of this agreement shall be in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this day of _____, 20__.

FORT WAYNE-ALLEN COUNTY AIRPORT AUTHORITY

By: _____
Scott D. Hinderman, A.A.E.
Title Executive Director of Airports

CONTRACTOR:
By: _____
Title _____

Exhibit B

This Exhibit shall be attached and made a part of the Purchase Agreement for Potassium Acetate deicing/anti-icing materials pursuant to and made a part of the Purchase Agreement between the above-mentioned parties, pursuant to and subject to Provision Numbers 14.1 through 14.3 of the said Agreement.

Contractor shall maintain, with respect to the Authority premises for the duration of the Agreement and any extensions thereof, insurance with companies qualified to do business in the State of Indiana. Subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the Authority, the Contractor shall procure and maintain at its own expense, the following minimum types and amounts:

| TYPE | AMOUNT |
|---|---|
| A. Worker's Compensation & Employer's Liability | Statutory \$100,000 - Each Accident |
| B. Comprehensive General (Public) Liability - To include, But Not Limited to, The Following | Combined Single Limit for Bodily Injury or Property Damage: \$25,000,000.00 |
| [x] 1. Premises/Operations | |
| [x] 2. Independent Contractors* | |
| [x] 3. Personal Injury | |
| [x] 4. Products/Including Aircraft Products/Completed Operations | |
| [x] 5. Contractual Liability | |

Fort Wayne-Allen County Airport Authority is to be included as an additional name insured.

| | |
|--|---|
| C. Comprehensive Automobile Liability - To Include Coverage For: | Combined Single Limit for Bodily Injury or Property Damage: \$1,000,000.00 (or its equivalent) |
| 1. Owned/Leased Automobiles | |
| 2. Non-Owned Automobiles | |
| 3. Hired Cars | |

*Independent Contractors may be waived if it is demonstrated that transportation carriers have at least \$1,000,000 in coverage.

NON-COLLUSION AFFIDAVIT

STATE OF _____)

) SS:

COUNTY OF _____)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission, or thing of value on account of such sale.

Signature of Bidder or Agent

Firm

Subscribed and sworn to before me on this _____ day of _____, _____.

My commission expires: _____

Notary Public

County of Residence: _____