Springfield Airport Authority

Acquire New Trailer Mounted De-Icer Request For Proposals March 17, 2023

This document serves as 1) the method for submitting a proposal on the project shown above for which this Request For Proposals is being issued, and 2) the contract between the Authority and the successful proposer in the event the proposer's bid is selected which is evidenced by the Authority executing page 7 and issuing a Notice To Proceed.

- 1. Sealed Proposal. The undersigned (hereafter referred to as "Contractor") submits a proposal to the Springfield Airport Authority (hereafter referred to as "Authority") in a sealed envelope which is clearly marked "Acquire New Trailer Mounted De-Icer PROPOSAL DO NOT OPEN", to perform all work necessary to comply with the specifications and conditions contained herein.
- 2. Brief description of project. The Authority is soliciting bids for one (1) new Trailer Mounted De-Icer.
- 3. Specifications. Plans and specifications attached as Exhibit A.
- 4. Completion Date. All work required herein needs to be completed within 180 calendar days from the day the Authority issues the written Notice To Proceed. The Authority will consider alternate proposals which include a later date for completion but will give such proposals serious consideration only if the dollar amount of the proposal is advantageous enough for the Authority to accept such a later completion date. There will be a penalty of \$25 dollars for each calendar day the work is not completed by the Contractor to the satisfaction of the Authority after the aforementioned 180 calendar days after the Notice To Proceed date.
- 5. Satisfactory Progress Not Being Made. The Authority reserves the right to cancel a contract with the Contractor if, in its sole discretion, the Authority believes that satisfactory progress is not being made toward the agreed upon completion date. In this event, the Authority will pay the Contractor for the value, in the Authority's sole opinion, of the relevant work performed to the date of termination of the contract.
- 6. Familiarization With Conditions. The Contractor declares that he has carefully reviewed the specifications listed in Exhibit A, and that he has familiarized himself with all of the conditions affecting the scope of work and understands that in

making this submission, he waives all rights to plead any misunderstanding regarding same.

- 7. No Collusion. The Contractor certifies that the price(s) in this proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other contractor or competitor; and unless otherwise required by law, the price(s) which have been quoted in this proposal have not been knowingly disclosed by the Contractor and will not knowingly be disclosed by the Contractor prior to the opening, directly or indirectly, to any other contractor or any competitor; and no attempt has been or will be made by the Contractor to induce any other persons, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition. The Contractor will not, under penalty of law and immediate disqualification of the proposal, offer or give any gratuities, favors or anything of monetary value to an employee, officer or agent of the Authority for the purpose of influencing favorable disposition toward a submitted bid prior to or subsequent to the award of this contract.
- 8. Hold Harmless. The successful Contractor will indemnify, keep and save harmless the Authority and any of the agents, officials or employees of the Authority against all suits or claims that may be based on all alleged death or injury to persons or damages to property that might occur, or that might have been alleged to have occurred in the course of the performance of this contract by the undersigned or his employees, and the undersigned shall, at his own expense, defend any and all such actions and shall, at his own expense, pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith and if any judgment shall be rendered against the Authority in such action the undersigned shall, at his own expense, satisfy and discharge the same.

9. Insurance.

- a) The successful Contractor agrees to provide evidence of combined bodily injury and property damage insurance coverage in the amount of \$500,000 for each occurrence and \$1,000,000 in the aggregate, with the Authority named as additional insured.
- b) The successful Contractor shall furnish, if applicable, evidence of Workers' Compensation coverage in the amount required by statute.
- c) a) and b) of this Section are to be in the form of a certificate of insurance acceptable to the Authority.
- 10. Bid Bond, Performance Bond, Payment Bond. Each proposal must be accompanied by a Bid Bond in the amount of ten percent (10%) of the total amount of proposal. The successful proposer will be required to furnish separate performance and payment bonds each in the amount equal to one hundred percent (100%) of the contract price within ten (10) days of the time the RFP is accepted.

The successful contactor further agrees that if he/she does not comply with the terms of the contract, the bid bond will be forfeited and become the property of the Authority and the contract will be terminated.

- 11. Not Required With Proposal. The certificate of insurance required by Section 9 and the Performance and Payment Bonds required by Section 10, while not required to accompany this proposal, must be submitted to the Authority not more than ten working days after the Authority signs and provides to the successful Contractor page 8 indicating that the Contractor's proposal has been accepted. If the information is not provided within ten days, the Authority reserves the right to terminate the contract.
- 12. Payments. The Authority anticipates the contractor will submit one (1) invoice for payment upon delivery of the trailer mounted de-icer and completion of all post-delivery training, completion of all documentation and delivery of manuals.
- 13. Non Discrimination. In accordance with federal regulations, the successful Contractor will:
 - a) Comply with regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of these instructions.
 - b) With regard to the work performed during the contract, 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 successful Contractor will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - c) In all solicitations either by competitive bidding or negotiation made by the successful Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the successful Contractor of the successful Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - d) Provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required

of a successful Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the successful Contractor shall so certify to the Authority, and shall set forth what efforts it has made to obtain the information.

- e) In the event of the successful Contractor's noncompliance with the nondiscrimination provisions of this contract, the Authority will impose such contract sanctions as it deems to be appropriate including, but not limited to:
 - 1. withholding of payments to the successful Contractor under the contract until the successful Contractor complies, and /or
 - 2. cancellation, termination, or suspension of the contract, in whole or in part.
- 14. Affirmative Action. In accordance with federal regulations, the successful Contractor assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The successful Contractor assures that no person shall be excluded on these grounds from participating or receiving the services or benefits of any programs or activity covered by the Subpart. Further, the successful Contractor agrees that it will require that its covered suborganizations provide assurance to the Authority that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, as to the same effect.
- 15. Bribery/Bid Rigging/Rotating. The Contractor agrees that it is not barred from submitting a proposal on this contract as a result of a violation of the Illinois Compiled Statues, 720 ILCS 5/33E-3 and 5/33E-4, having to do with bribery/bid rigging/bid rotating.
- 16. Authority's Best Interest. The Authority is soliciting competitive proposals pursuant to a determination that such a process best serves the interests of the Authority and the general public. The Authority reserves the right to accept a proposal, to reject any or all proposals, to modify or amend with the consent of the Contractor any proposal prior to acceptance, to waive irregularities, and to effect any agreement otherwise, all as the Authority in its sole judgment may deem to be in the Authority's best interest.
- 17. Compliance with Rules. The successful Contractor agrees to comply with all federal, state and local rules and regulations applicable to this project. The Airport Authority reserves the right to request the successful Contractor provide a current

W-9 Request for Taxpayer Identification and Certification to the Authority prior to payment being made to said Contractor.

- 18. Proposal Is Contract If Accepted. In the event this proposal is accepted and signed by the Authority on page 7, it shall constitute a contract between the parties hereto, but such contract shall not be assigned or transferred without the written consent of the Authority, which consent or denial is at the sole discretion of the Authority.
- 19. Pre-proposal Meeting and Site Visit. There will not be any formal scheduled pre proposal meeting or site visit. See the specifications in Exhibit A.
- 20. Verbal Not Valid. Nothing indicated verbally by the Authority either before or up to the RFP opening will contradict or override anything in this document. If a Contractor feels they have been told anything that is inconsistent with the information contained herein, it will not be considered valid unless and until confirmation is received in writing (via email) to the Authority. If appropriate, the question and response will be provided to all Contractors.
- 21. Questions. Questions should be addressed to the Authority via email to Roger Blickensderfer at Blickensderfer@flyspi.com. Responses will be made, as appropriate, either to only the questioner or to any party the Authority is aware has or subsequently does receive the Request For Proposals. Only questions asked in this manner will be responded to.
- 22. Proposals Due. Proposals are due in the Authority's office by 2:00 p.m. on Thursday, April 13, 2023, at which time they will be publicly opened and read. Proposals must be submitted in an envelope clearly marked "Acquire New Trailer Mounted De-Icer-Do Not Open".

Proposals should be mailed to Springfield Airport Authority, 1200 Capital Airport Drive, Springfield, IL 62707 or delivered in person to the Springfield Airport Authority offices on the second floor of the Terminal Building (by Door D) at 1200 Capital Airport Drive, Springfield, IL. Faxes, email, and text messages are not permitted.

ATTACHMENTS:

Exhibit A Specifications

Mark E. Hanna, A.A.E.

Executive Director Springfield Airport Authority

THIS PAGE AND BID BOND DOCUMENTATION IS ALL THAT NEEDS TO BE RETURNED TO THE AUTHORITY IF SUBMITTING A PROPOSAL ON THE PROJECT TITLED

Acquire New Trailer Mounted De-Icer

Return To:

Springfield Airport Authority Attn: Roger Blickensderfer 1200 Capital Airport Drive Springfield, IL 62707

By No Later Than 2:00 p.m. Thursday, April 13, 2023. Have the envelope marked

"SEALED PROPOSAL -- Acquire New Trailer Mounted De-Icer - DO NOT OPEN"

SPECIFICATIONS AND (FOR \$ FOR INTERIOR FOR SUBJECT TO THE FOR CONDITIONS LISTED IN THE here how many additional	E RFP ABOVE (addition	
	COMPLETED WITHIN 180 PAGE 8. SEE SECTION 5 I		
Section 4 above, the Autlisted for completion of t	FOLLOWING IS OPTIONAL: chority is willing to consider he contract in return for a l wishes to submit such a pro	a greater number of day ower proposal than that	ys than the 180 t shown on this
Optional - Alternate proj	posal in addition to the above te date the Authority signs t	ле: \$ Са	alendar days to
Authorized Signature	Company Name	- Address	
Print Name	Phone Number	- Date	

THE FOLLOWING IS TO BE COMPLETED BY THE SPRINGFIELD AIRPORT AUTHORITY

CONTRACTOR:				
PROPOSAL ACCEPTED:				
The proposal of \$\frac{\\$}{\text{De-Icer}}\$ for the project with the title Acquire New Trailer Mounted \(\text{De-Icer} \) as described in pages 1 through 8 and Exhibit A and with the following exceptions and conditions is accepted;				
The Authority's signing of this pa 1 through 7 plus Exhibit A) of thi (the Contractor) and the Springfie				
Springfield Airport Authority				
Mark E. Hanna, A.A.E. Executive Director Springfield Airport Authority	Date			

Exhibit A Specifications

2000 Gallon capacity De-Icing Unit

Trailer rated to accommodate gross vehicle weight of 2000 Gallon stainless steel or poly tank

Minimum 20 HP gas engine

50' boom/spray arm assembly - Designate if breakaway

Pump capacity of 300 gallons per minute

Manual tank drain

Liquid sight gauge

Electronically operated boom shutoff valves

Ground speed control system

Cab controlled engine operation

Electric trailer brake

Pintle hook hitch

Paint: Chrome yellow is the service vehicle color standards specification found in Appendix A – Color Specifications as required in FAA AC 150/5210-5D

On-site operator training, start-up and maintenance training included

Warranty - The minimum warranty shall be 12 months full comprehensive coverage to include mileage and travel.

The intent of this specification is to provide a fully functional de-icer able to perform all standard functions of a de-icing unit regardless if a specification above was not specifically listed.