

**BID PACKAGE AND
CONTRACT DOCUMENTS**

**BLUE GRASS AIRPORT
LEXINGTON, KENTUCKY**

RUNWAY AND TAXIWAY ANTI AND DE-ICER CHEMICAL

October 28, 2025

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ADVERTISEMENT FOR BID

**B L U E G R A S S A I R P O R T
LEXINGTON, KENTUCKY**

RUNWAY AND TAXIWAY ANTI AND DE-ICER CHEMICAL

SEALED BIDS for the Runway and Taxiway Anti and De-icer Chemical project will be received by the LEXINGTON-FAYETTE URBAN COUNTY AIRPORT BOARD (hereinafter referred to as "LFUCAB") in the office of Justin Lamb, Maintenance Supervisor, 4000 Terminal Dr Suite 206, Lexington, KY 40510 until and not later than 10:00 A.M. Local Time on the 28th of October 2025.

THE PROJECT The Project shall consist of the contractor supplying Solid and/or Liquid Runway and Taxiway Deicing/Anti-Icing Compound that complies with SAE AMS 1431F-Solid Runway Deicing/Anti-icing Product and ASM1435E-Liquid Runway Deicing/Anti-icing Product in its entirety.

BIDDERS must be in good standing with the Commonwealth of Kentucky and be qualified to meet all Local, State and Federal statutes, codes, regulations and ordinances governing the performance of the type of work for which Bidder is submitting a Bid.

TITLE VI SOLICITATION NOTICE. LFUCAB, 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 for any contract entered into pursuant to this advertisement, disadvantaged business enterprise 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.

Translation services are available upon request.

RIGHT TO REJECT ANY AND ALL BIDS. The LFUCAB proposes to award the Contract to the lowest responsive and responsible Bidder. Bidder is advised that LFUCAB reserves the right to reject any and all Bids submitted, to waive any and all informalities, irregularities and/or technicalities in any Bid or Bid Guaranty, to accept any Bid deemed advantageous to it; and, to negotiate changes, deletions, or additions to these Contract Documents with the successful Bidder.

LEXINGTON-FAYETTE URBAN COUNTY AIRPORT BOARD

BID SPECIFICATION AND EVALUATION CRITERIA

RUNWAY AND TAXIWAY ANTI AND DE-ICER CHEMICAL

TECHNICAL SPECIFICATIONS

- 1.) The successful bidder (“Vendor”) shall supply Solid and/or Liquid Runway and Taxiway Deicing/Anti-Icing Compound that complies with SAE AMS 1431F-Solid Runway Deicing/Anti-icing and ASM1435E-Liquid Runway Deicing/Anti-icing product in its entirety. Lexington-Fayette Urban County Airport Board reserves the right to select the product it determines best meets these requirements.
- 2.) Vendor shall deliver the Solid and Liquid compounds to the Maintenance & Warehouse at 4147 Aviator Road Lexington, KY 40510 within 48 hours of receipt of order.
- 3.) The Lexington-Fayette Urban County Airport Board estimates purchasing approximately 120 fifty-five lb bags and 18 metric tons(in one metric ton sacks) annually. All quantities are approximate and are subject to increase or decrease. Contractor shall supply all ordered material at the unit price submitted in its bid.

BID REQUIREMENTS

Each bid must include the following written information:

Pricing shall be firm fixed and submitted on the Bid Form included and must be signed by a duly authorized official of the bidding company.

- a) A complete record of the Fluid’s 5-day biochemical oxygen demand (BOD) at 20°C (expressed as g O₂/g solid). The report must be completed by an independent, third party and clearly state compliance with EPA test methods. The acceptable level of total BOD loading will be determined in the sole discretion of KCAB.

$$\text{BOD}_5 \text{ (lbs)} = (\text{BOD}_5) \times (\text{Application Rate}) \times (\text{Area to be}$$

Treated) Units for each component are expressed below:

BOD₅ (lbs O₂ / lb solid)

Application Rate (lbs solid / 1000 ft²)

Area to be Treated (ft²) - Assume 1,500,000 ft²

- b) Determine and submit the environmental impact, expressed in pounds of BOD₅, for a single event, single pass on 1.5-million square feet of surface area using your companies application rate, as specified in your literature.

BID FORM

BLUE GRASS AIRPORT LEXINGTON, KENTUCKY

RUNWAY AND TAXIWAY ANTI AND DE-ICER CHEMICAL

1. BIDDER'S DECLARATIONS.

The undersigned hereby declares that the only persons having an interest in this Bid, as principals, are those named herein. The undersigned further declares, as a qualified Bidder, that the site of the proposed Project has been examined, all of the Contract Documents have been read and understood, and that the Bidder agrees it can, and will, conform to all of the Technical Specifications therein contained, and can, and will, carry out and complete this Project and provide the Specified Equipment pursuant to the Contract Documents. In the event that this Bid is accepted by LFUCAB, the undersigned agrees to furnish all required insurance certificates and other documents within fourteen (14) Calendar Days after the date the Notice of Award is given by LFUCAB. Furthermore, if it is the successful Bidder, the undersigned agrees to enter into a contract in the form contained in these Contract Documents within thirty (30) Calendar Days after the date that a Notice of Award is given to such successful Bidder. If it is the successful Bidder, the undersigned agrees to complete all materials and delivery described in these Contract Documents required to complete the Project and provide the Specified Equipment for which the Contract is awarded within 48 Calendar Days from the commencement date set forth in the Notice to Proceed. The Contract Price includes the furnishing of all Labor, Materials, Tools and Equipment and doing all the materials and delivery involved in the Project as specified in these Contract Documents, or as directed by the LFUCAB or its authorized agents, and upon the terms and conditions and in the manner set forth in these Contract Documents, under penalty of the Bond hereto attached, and to the full satisfaction and acceptance of LFUCAB.

The Undersigned affirms that neither Bidder nor any of its officers, partners, agents, representatives, employees or parties in interest, has in any way, directly or indirectly, entered into any combination, collusion, undertaking, conspiracy, or agreement with any other Bidder or Bidders to maintain the prices of said Work, or any compact to prevent any other Bidder or Bidders from bidding on said Contract or materials and delivery, nor has Bidder paid or agreed to pay directly or indirectly any person, firm, corporation or other Bidder any money or valuable consideration for attempting to fix the prices in the attached Bid or the Bid of any Bidder, and further states that no such money or other reward will be hereinafter paid.

2. BID.

The undersigned, being familiar with all conditions likely to be encountered affecting the cost and scheduling of the materials and delivery, and having examined all of the Contract

Documents, hereby proposes to furnish all Labor, Materials, Tools, Equipment and Services required to perform all materials and delivery in strict accordance with the Contract Documents as prepared by LFUCAB for the project within 48 Calendar Days from the commencement date set forth in the Notice to Proceed.

3. CONDITIONS OF BID.

Bidder understands and agrees that the LFUCAB reserves the right to waive irregularities, technicalities and informalities, and the right to reject any and all Bids, and to negotiate with the apparent responsive and responsible low Bidder if necessary.

Bidder further acknowledges and agrees that it will begin processes and procedures within fourteen (14) days after the Notice to Proceed, and the materials and delivery shall be completed within 60 Calendar Days from the date of the Notice to Proceed.

Bidder warrants that it has carefully examined the Bid Package, including the Bid Form, Technical Specifications and any Attachments. Bidder further warrants that it has considered all conditions and circumstances relating to the Bid. Bidders are responsible for making technical inquiries; failure of Bidder to make such examination and inquiry shall not relieve Bidder of this warranty.

4. JURISDICTION.

The Bidder agrees that any legal action, suit or proceeding under, relating to or arising out of or in connection with this Bid or any Contract that may be awarded to the Bidder, or any breach of any of the foregoing, may be brought exclusively in the United States District Court for the Eastern District of Kentucky or in the state courts of the Commonwealth of Kentucky, and by execution and delivery of this Bid, the Bidder irrevocably accepts, consents and submits to the jurisdiction of the aforesaid courts *in personam*, generally and unconditionally, with respect to any such action, suit or proceeding involving the Bidder. The Bidder further irrevocably consents and agrees to the service of any and all legal process, summons, notices and documents out of any of the aforesaid courts in any such action, suit or proceeding by mailing copies thereof by registered or certified mail, postage prepaid, to the Bidder at the address set forth in this Bid. In addition, the Bidder irrevocably and unconditionally waives any objection which the Bidder may now or hereafter have to the laying of venue of any of the aforesaid claims, suits or proceedings brought in any of the aforesaid courts, and further irrevocably and unconditionally waives and agrees not to plead or claim that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

5. WAIVER.

The Bidder hereby waives any right it may have to protest the selection of the lowest responsive and responsible Bid by LFUCAB. Bidder further waives any cause of action it may have against LFUCAB relating to the selection of the lowest responsive and responsible Bid.

6. UNIT PRICE.

The Work proposed to be performed shall be accepted when fully completed and finished to the entire satisfaction of the Lexington-Fayette Urban County Airport Board.

The Undersigned certifies, swears and affirms that the price contained in this Bid has been carefully checked and is submitted as correct and final; and further, that the Bidder's information submitted is true and correct, and that all certifications and affirmations given or made are likewise truthful, accurate, and not made with the intent to deceive.

Quantities shown below are approximate.

<u>Item</u>	<u>Unit Price</u>	<u>Unit Metric</u>	<u>Bid Quantity</u>	<u>Total Amount</u>
Runway and Taxiway Deicing/anti-Icing Compound	\$ _____	Ton Sack	18	_____
Runway and Taxiway Deicing/anti-Icing Compound	\$ _____	55-lb. Sack	120	_____
Deicer Liquid Products	\$ _____	2-Tanker Loads - 4400 Gallons per Season	8800	_____

7. BID ADDENDA.

Bidder hereby acknowledges receipt of, and is familiar with the contents of, the following Addenda:

Addendum No. _____ Dated _____ No. of Pages _____

8. NO SOLICITATION FEE.

The Bidder further states that no person or selling agency has been employed or retained to solicit or secure the Contract for a fee, except bona fide employees of the Bidder or bona fide commercial or selling agency maintained by the Bidder for the purpose of securing business.

9. NO UNDISCLOSED RECOMMENDATIONS.

The Bidder further states that it has neither recommended nor suggested to LFUCAB, or any of its members, officers, or employees, any of the terms or provisions set forth in the Contract Documents, except at a meeting open to all interested Bidders, of which proper notice was given.

10. NO RELATIONSHIP TO LFUCAB.

The Bidder further states that no officer or stockholder of the Bidder is a member of the LFUCAB or its staff, or related to any members of the LFUCAB or its staff except as noted herein below:

11. NO BENEFIT TO PUBLIC OFFICIALS.

The Bidder further states that no member of or delegate to Congress or state or local public official shall be admitted to any share or part of the Contract or to any benefit that may arise therefrom; provided, however, this provision shall not be construed to extend to the Contract if made with a corporation for its general benefit.

12. BREACH.

The Bidder understands and agrees that for breach or violation of any of the covenants expressed in the Bid Form, the LFUCAB shall have the right to declare Bidder not eligible for Award of the Contract, if such breach or violation becomes known prior to Award or, if such breach or violation becomes known after Award, to void the Contract without liability; or in its discretion to deduct from the Contract Price, or otherwise recover, the full amounts paid in violation of these covenants, or the value of participation in violation of these covenants.

ATTEST:

BIDDER: _____
(Company Name)

By: _____

Its: _____

ADDRESS OF BIDDER:

PHONE NUMBER: _____

FAX NUMBER: _____