



# Rhode Island Airport Corporation

July 20, 2016

**Addendum No. 01  
Invitation for Bid No. 26451  
Potassium Acetate Deicing Liquid**

Prospective Bidders and all concerned are hereby notified of the following changes in the Invitation for Bid document for Potassium Acetate Deicing Liquid, IFB No. 26451. These changes shall be incorporated in and shall become an integral part of the contract documents.

**Item 1:**

Introduction; First paragraph

Would the Corporation consider basing the two additional one-year extensions on mutual consent instead of sole consent?

**ANSWER: No**

**Item 2:**

Specification; Item number 3

Would the Corporation be willing to adjust pricing annually based on changes in raw material costs?

**ANSWER: No**

**Item 3:**

**Would the Authority consider adding the below clauses to the contract:**

- A. "Force Majeure" means an Act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, storm, flood, explosion, blackout, orders of any kind of the government of the United States of America, the State or municipality or any of their departments, agencies, or officials, orders of any civil military authority, unavailability of product or equipment, breakage or accident to machinery, transmission pipes or canals, partial or entire failure or utilities, and any other cause which is not reasonably within the control of the party claiming suspension of any of its obligations hereunder.

Force Majeure: If any party is rendered unable, in whole or in part, because of an event of Force Majeure, to carry out any of its obligations under this Agreement, such party shall give the party prompt written notice of such event of Force Majeure with as full a description of the particulars as is reasonably practicable. The affected party shall use all possible diligence to remove the Force Majeure on the other party. Except for the failure to fulfill its obligations set forth in the immediately preceding sentence, neither party shall be liable for nonperformance or delay in performance caused by an event of Force Majeure of which such party has properly given notice. This section shall not apply to payment or indemnification obligations.

B. "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.

C. 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 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.

**ANSWER: No**



Jeffrey P. Goulart  
AVP Financial Administration

**####END OF ADDENDUM####**