Bid Package

FOR

2013 MODEL

Commercial Mower

01/16/13

BISHOP INTERNATIONAL AIRPORT
FLINT, MICHIGAN

TABLE OF CONTENTS

ADVERTISEMENT FOR BIDS	3
INSTRUCTIONS TO BIDDERS	2
GENERAL CONDITIONS	7
NON-COLLUSION AFFIDAVIT	9
BID FORM	10
ADDITIONAL SPECIFICATIONS	11

ADVERTISEMENT FOR BIDS

Sealed proposals for the procurement of the following Vehicle will be received from Bidders at the time and place indicated below and will then be publicly opened and read:

Sponsor of Project: Bishop International Airport Authority

<u>Procurement:</u> 2013 Commercial Mower

(Additional Specifications Attached)

Delivered to the Bishop International Airport

1 Set of Operator, Parts, and Service Manuals

<u>Bid Packages:</u> May be picked up starting January 25th, 2013 at:

Bishop International Airport Authority
Main Terminal – Administration Office

G-3425 West Bristol Rd

Flint, MI 48507

Or

Downloaded from the web at: www.bishopairport.org

<u>Bid Submission/Deadline:</u> Airport Director's office until **10:00 a.m. Eastern**

Standard Time on Thursday, February 14, 2013, at

which time all bids will be publicly opened.

Dated and signed at Flint, County of Genesee, Michigan this 16th date of January 2013.

Owner: Bishop International Airport Authority

James L Rice II, A.A.E.

By:

Airport Director

INSTRUCTIONS TO BIDDERS

COMMERCIAL MOWER

For: Bishop International Airport Authority (Owner), Flint, Michigan

- 1. Sealed Bids for the above captioned vehicle will be received by the Owner as:
 - a. A single lump sum Bid for the vehicle separately including specified options.
 - b. Unit prices where applicable.
- 2. Bids will be received and opened publicly by Bishop International Airport Authority at Bishop International Airport, Flint, Michigan, on **Thursday, February 14, 2013 at 10:00 a.m.**
- 3. Bidders may obtain Bid Documents from the office of the Bishop International Airport Authority beginning Friday, January 25, 2013 during regular business hours; or downloaded at www.bishopairport.org. No deposit is required. The offices of Bishop International Airport are located at G-3425 W. Bristol Rd., Flint, MI 48507. 810-235-6560.
 - ***NOTE FOR BIDDERS DOWNLOADING DOCUMENTS FROM THE WEBSITE***
 In order to receive addendums or changes, Bidder must notify the airport via email to kkryder@bishopairport.org of their intent to Bid.
- 4. If any Bidder is in doubt as to the true meaning, spirit and intent of the Bidding Documents, the Bidder may make request for interpretation thereof, provided said request is received by the Owner in sufficient time to issue an addendum. Any interpretation of the Bidding Documents, if made, will be by Addendum only, duly issued to each Bidder receiving a copy of the Bidding Documents. The Owner is not responsible for any other explanations or interpretations made prior to closing time set for receipt of Bids. No explanations or interpretations made orally will be considered binding.
- 5. Before submitting a Bid, Bidders shall carefully examine all Specifications and other proposed Bid Documents in order to avoid omissions or duplications. Submission of a Bid signifies that the Bidder has reviewed the documents, has made examinations and verifications and is fully conversant with all conditions under which the work is to be performed. No claims for additional compensation will be considered or paid the successful Bidder, due to said successful Bidder's failure to be so informed.
- 6. Bids shall be submitted on the forms provided and shall be delivered in sealed, opaque envelopes bearing the following inscriptions:

2013 COMMERCIAL MOWER BID DOCUMENTS – PLEASE KEEP SEALED

Address all Bids to: Mr. James L. Rice II, A.A.E.

Bishop International Airport Authority

G-3425 W. Bristol Rd. Flint, Michigan 48507

- 7. **DELIVERY SHALL BE COMPLETED WITHIN (90) DAYS FOR THE COMMERCIAL MOWER,** from the date of the Issuance of a Purchase Order by the Airport Authority, or the Bidder's guaranteed date whichever is less, except for minor replacement, correction, or adjustment of items which do not interfere with the complete operation and utilization of all parts of the work Bid for by the Owner. The successful Bidder shall complete the work to the satisfaction of the Owner on or before dates specified.
- 8. Vehicles not manufactured or assembled in the United States will not be accepted. Bidders shall provide suitable evidence if necessary.
- 9. Bidders shall delete from their Bid, all State of Michigan sales taxes and any Federal Excise Taxes. The Airport Authority is tax exempt. A certificate will be submitted if required.

- 10. A Bid may not be withdrawn or cancelled by a Bidder for a period of forty-five (45) days following the time and date set for receipt of Bids.
- 11. The Owner reserves the right to accept or reject any or all Bids, to waive irregularities, and to accept a Bid which, in the Owner's opinion, is in the Owner's own best interests.
- 12. Negligence in preparation, improper preparation, errors in or omissions from, Bids shall not relieve a Bidder from fulfillment of any and all obligations and requirements of the proposed Bid Documents.
- 13. No responsibility shall attach to the Owner, or the authorized representatives for the premature opening of any Bid that is not properly addressed and identified.
- 14. The Bid Documents, as outlined, shall imply the inclusion of the entire agreement between the parties thereto, and the Bidder shall not claim any modification thereof resulting from any representation or promise made at any time by an officer, agent or employee of the Owner or by any other person.
- 15. Bidders shall submit, along with their Bid, one (1) copy of descriptive literature, catalog cuts and specification of each item Bid.
- 16. Each Bidder shall execute the Non-Collusion Affidavit in the form herein provided, to the effect that he has not colluded with any other person, firm, corporation, or Authority employee, in regard to the Bid submitted.
- 17. If a Bidder should find discrepancies or omissions in these Bid Documents, he should at once notify the Airport Director of the Bishop International Airport Authority.
- 18. Bidders shall keep themselves fully informed of all local, State and Federal laws, ordinances and regulations in any manner affecting those engaged or employed in the construction or the equipment and materials used. They shall at all times observe and comply with such laws, ordinances and regulations.

19. AWARD OF BID

- a) The Bid will be awarded to that responsive and responsible Bidder whose Bid conforms to this solicitation, will be most advantageous to the Authority; price and other factors considered.
- b) The Bishop International Airport Authority reserves the right to accept or reject any or all bids and to waive informalities and minor irregularities in bids received.
- c) The Bishop International Airport Authority reserves the right to postpone the Bid opening for its own convenience.
- d) Any and all proposals as submitted herein are subject to further negotiation at the option of Authority. Further, no contract or agreement of any kind arising out of this Bid and/or negotiations shall be binding or valid against the Authority, its department, officers, employees, or agents unless such contract or agreement is in writing and has been authorized by the Bishop International Airport Authority Board of Directors and signed by the Airport Director, or his designee.

Note: Any quantities given for a vehicle are approximate and may be increased or decreased at the discretion of the Airport Authority.

If awarded the Bid, the undersigned agrees to complete the work **WITHIN THE TIME SPECIFIED.**

Any variation of this delivery schedule shall be noted on the Bid form.

The Bidder, by submitting this Bid, agrees to the following:

- To hold this Bid open for forty-five (45) days following the time and date set for receipt of Bids.
- To abide by the Instructions to Bidders and General Conditions
 To perform the work in accordance with Bid Documents within time period stated.

Ву:		
(If a corporation, affix seal)		
Title:		
Official Address:		
Telephone No. ()		
Date of Bid:		

Respectfully submitted,

GENERAL CONDITIONS

A. It is not the intent of the specifications to preclude reputable manufacturers and/or suppliers from bidding. It is the intent of the specifications to secure for the Bishop International Airport Authority the equipment which will be most suitable for its type of operation and operating conditions and intended use, taking into account such factors as initial costs, anticipated operating costs, estimated longevity, parts availability and delivery, resale, and other factors which reasonably may be considered in undertaking a purchase of this type.

B. CIVIL RIGHTS

In connection with the performance of work under this Bid the Bidder agrees as follows:

- 1. In accordance with Act No. 453, Public Acts of 1976, the Bidder hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 976 as amended by Act No. 478, Public Acts of 1980, the Bidder hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this Bid.
- 2. The successful Bidder will be required to comply, and must comply, with all the laws and regulations of the State of Michigan and the United States.
- C. The unit price quoted shall be for a complete unit constructed in accordance with the specifications and completely ready to be placed in operation and shall include all set up charges.
- D. Delivery shall be made F.O.B. Bishop International Airport.
- E. Bidders shall state a guaranteed delivery schedule. The Bishop International Airport Authority acknowledges that such guaranteed delivery shall be subject to delay or failure due in whole or part to labor strikes, public commotion, Acts of God, or other causes beyond the control of the manufacturer. The manufacturer shall provide conclusive evidence of such cause to the Bishop International Airport Authority. In no event shall delivery be more than (90) DAYS FOR THE COMMERCIAL MOWER after the date of Issuing the Purchase Order. In cases where delivery is delayed the Airport Authority may at its sole discretion cancel, modify or change the order.
- F. The manufacturer shall state in writing and file with his Bid the Country in which the Vehicle will be Manufactured and the availability of parts and service. The manufacturer shall guarantee that replacement parts and service shall be available for the vehicle for a minimum of ten (10) years.
- G. The Bidder shall state in writing and file with their Bid, the number and the location of the nearest service personnel, and shall also state the hours of operation for the service facility.
- H. The successful Bidder shall assume full responsibility for all materials, workmanship and accessories used in the unit whether of his manufacturer or by others.
- I. Upon delivery, the Bidder shall provide familiarization training, covering machine operation, cleaning and maintenance, as specified in the technical specifications.

- J. The Bishop International Airport Authority shall accept only firm Bids. If an escalator clause is submitted, the Authority shall figure the amount Bid plus the allowable escalator as the firm Bid.
- K. Submission of a Bid will be construed as a conclusive presumption that the Bidder is thoroughly familiar with the Bid Documents and Specifications and that the Bidder understands and agrees to abide in strict accordance with each and all of the stipulations and requirements contained therein.

L. INDEMNIFICATION

The Bidder hereby agrees to indemnify, defend, save and hold harmless the Bishop International Airport Authority (BIAA), their officers, directors, agents, employees and representatives against any and all loss, claims or suits (including costs and attorney fees), which any or all of them may hereafter incur, be responsible for or pay out, as a result of the Bidder's or any other person's performance of the work including, without limitation, claims alleging negligence on the part of the BIAA in supervision or inspection of the work or enforcement of Bid provisions; claims alleging the creation or failure to correct or warn of dangerous or hazardous conditions on or about the job site or the completed work; claims alleging lack of compliance with common law or administrative rules and regulations relating to safety on or about the job site; and, claims alleging the failure on the part of the Bidder to provide or assure a safe place in which to work; provided, however, that said duty to defend and indemnify shall not apply:

a) As to the BIAA, in the event the claim, damage, loss, or expense is allegedly caused or is caused by the sole negligence of either the BIAA or its respective agents or employees; but the duty to defend and indemnify shall apply in the event the claim, damage, loss or expense is allegedly caused or is caused by the joint or concurrent negligence of the Bidder, or their agents or employees.

Upon the filing with the BIAA of a claim for damages arising out of an incident for which the Bidder agrees to indemnify, defend, save and hold the BIAA harmless, the BIAA shall notify the Bidder of such claim. Any final judgment rendered against the BIAA, for any cause for which the Bidder is liable hereunder shall be conclusive against the Bidder as to liability and amount, provided the Owner has notified the Bidder of such claim as provided from above.

M. STANDARDIZATION

Bidder must state the basic model number under which the vehicle is listed or referred to in a publication of recognized standing in the industry. In addition, the Bidder must submit all available specifications, data and descriptive literature covering the vehicle proposed in response to the proposal.

Successful Bidder will be required to furnish one (1) set of operator, parts and service manuals for each vehicle, and all accessories supplied.

N. COMPLIANCE WITH REGULATORY REQUIREMENTS

- 1. If the procurement specified is a vehicle as defined by the State of Michigan Motor Vehicle Code, it is required that the vehicle as delivered complies with the Michigan Motor Vehicle Code for operation on the public highway. In addition, the successful Bidder shall furnish the Sponsor with a "Manufacturer's Statement of Origin" and notarized "Bill of Sale" in conformance with the State of Michigan Motor Vehicle Code and/or other documents, if necessary, to obtain a State of Michigan Motor Vehicle Certificate of Title.
- 2. It is required that all equipment or components, whether furnished as a complete unit, an individual item or an individual item within a complete unit, conform to all applicable Occupational Safety and Health Standards Act regulatory requirements and other applicable state and federal regulatory requirements.

O. DEFAULT

Default is defined as the failure of the Bidder to fulfill the obligations of the Bid, including but not limited to, failure to deliver on time or the unauthorized substitution of articles other than those quoted and specified. In case of the default of the Bidder, the Bishop International Airport Authority may cancel the Bid and procure the articles or services from other sources and hold the Bidder responsible for any excess costs occasioned thereby.

NON-COLLUSION AFFIDAVIT

The Bidder, by its officers and authorized agents or representatives present at the time of filing of this Bid, being duly sworn on their oaths say, that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder or with any public officer of such Bishop International Airport Authority, Flint, MI whereby such affiant or affiant(s) or either of them has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiant(s) or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the Bid sought for by the attached Bid, that no inducement of any form or character other than that which appears on the face of the Bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the Bid or awarding of the Bid, nor has this Bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Bid sought by these Bid Documents.

BIDDING COMPANY		
BUSINESS ENTITY		
(Corporation-Partnership-Single Owner, etc.)		
ву		
TITLE		
DATE OF PROPOSAL		

BID FORM #1

BID TO:	BISHOP INTERNATIONAL AIRPORT AUTHORITY G-3425 W. BRISTOL RD. FLINT, MI 48507
BID FROM:	
2013 Comme (Additional S	rcial Mower pecifications Attached)
Delivered to the	ne Bishop International Airport
1 Set of Opera	ator, Parts, and Service Manuals
and having examined equipment, licensing	ing familiarized themselves with the conditions affecting the cost of the work the Bidding Documents, hereby propose to furnish all labor, materials, and services required for the proper completion of the 2013 Commercial ddenda issued thereto, for the sum of:
\$	
BID PRICE (DELI	VERED TO FLINT) \$

COMMERCIAL MOWER ADDITIONAL BID SPECIFICATIONS

It is the purpose of the following specifications to describe a Commercial Mower with 72 inch out front mowing deck. All items must be commercial grade and meet and exceed the terms of these specifications.

ENGINE - 36 hp 3-cylinder liquid cooled diesel

Heavy duty air filter, dual element

Spin on oil filter

Fuel filter

Cold weather start

TRANSMISSION - Hydrostatic transmission, 2-speed

Foot operated Auto/full time 4wd

0-15 mph. ground speed

Cruise control

INDICATORS - Hour meter

Temperature gauge
Oil pressure light
Charge light
Glow plug light

Air filter restriction light

Audible alarm for high engine temperature and low oil pressure

TIRES - Front drive 24x12 – 12 super turf

Rear drive 20x8 – 10 super turf

SEAT - Full suspension vinyl seat

Arm rest, fore and aft adjustment

STEERING - Power steering

PTO DRIVE - Wet multi disc

Independent type, 2209 rpm

HYDRAULICS – Single aux. remote valve with couplers

SAFETY - Operators presence system

Hand operated parking brake Folding ROPS protective system

WARRANTY - Tractor – 2 year/1500 hour warranty

Engine – 3 year/2000 hour warrant

MOWING DECK - 72 inch mowing deck with side discharge

7 gauge thickness, 3 blades

5.5 inch deep deck2-6 inch cutting height

Steel spindles and sealed ball bearing

V belt drive

Hydraulic deck lift

TILT UP DECK - Tilt up deck

Tilts to 90 degrees for easy cleaning, maintenance, and

changing mower blades

Tilts up and down is accomplished by one person

PTO driveshaft remains attached

PAINT- Safety Yellow

MISC. - All items delivered to Bishop International Airport ready to use.

Owner's manuals for all items purchased.