



***Bishop International Airport • FNT***

**NOT THE ONLY WAY TO FLY. JUST A BETTER ONE.**

## **Bid Package**

**FOR**

**WASTE DISPOSAL  
ON  
AIRPORT  
PROPERTY**

**07/16/20**

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## ADVERTISEMENT FOR BIDS

Sealed proposals for the procurement of Waste disposal Service will be received from Bidders/Suppliers at the time and place indicated below and will then be publicly opened and read:

Sponsor of Project: Bishop International Airport Authority

Procurement: **Four (4) each – Eight (8) Yard Dumpsters**  
**One (1) each – Six (6) Yard Dumpster**  
**One (1) each – Four (4) Yard Dumpster**

Term. Three (3) Years with an option to renew Three (3) Additional Years

Proposal Packages: Downloaded from the web at: [www.bishopairport.org](http://www.bishopairport.org)

Or

Email [dburnash@bishopairport.org](mailto:dburnash@bishopairport.org) for a bid package

Proposal Submission/Deadline: Airport Director's office until 10:00 a.m. Eastern Standard Time on **Friday, July 31, 2020**, at which time all bids will be publicly opened.

Dated and signed at Flint, County of Genesee, Michigan this 16<sup>th</sup> day of July, 2020.

Owner: Bishop International Airport Authority

By: Nino Sapone  
Nino Sapone, A.A.E.  
Airport Director

# INSTRUCTIONS TO BIDDERS

## WASTE DISPOSAL

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

1. Sealed Bids for the above captioned Project will be received by the Authority using Bid Form.
2. Bids will be received and opened publicly by Bishop International Airport Authority at Bishop International Airport, Flint, Michigan, on **Friday, July 31, 2020, at 10:00 a.m.**
3. Bidders may obtain Bid Documents by emailing Duane Burnash, [dburnash@bishopairport.org](mailto:dburnash@bishopairport.org) on or after Thursday, July 16, 2020, during regular business hours; or downloaded at [www.bishopairport.org](http://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 [dburnash@bishopairport.org](mailto:dburnash@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, he/she may make request for interpretation thereof, provided said request is received by the Authority 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 Authority 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:

**WASTE REMOVAL  
BID DOCUMENTS – PLEASE KEEP SEALED**

Address all Bids to: Mr. Nino Sapone, A.A.A.E.  
Bishop International Airport Authority  
G-3425 W. Bristol Rd.  
Flint, Michigan 48507

7. **SERVICE SHALL BEGIN SEPTEMBER 1, 2020 OR within three (3) days from the date** of the Issuance of a Purchase Order by the Authority whichever is later.
8. 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.
9. A Bid may not be withdrawn or cancelled by a Bidder for a period of thirty (30) days following the time and date set for receipt of Bids.
10. The Authority reserves the right to accept or reject any or all Bids, to waive irregularities, and to accept a Bid which, in the Authority's opinion, is in the Authority's own best interests.
11. 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.

12. No responsibility shall attach to the Authority, or the authorized representatives for the premature opening of any Bid that is not properly addressed and identified.
13. 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 Authority or by any other person.
14. Bidders shall submit, along with their bid, one (1) copy of descriptive literature, catalog cuts and specification of each item bid.
15. 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.
16. 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.
17. 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.
18. 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, any and all agreements arising out of these proposals and negotiations shall not be binding or valid against Authority, its department, officers, employees, or agents unless fully executed in writing by the Authority and authorized by the Bishop International Airport Authority Board of Directors.**

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

If awarded the Bid, the undersigned agrees to commence work on September 1, 2020 or within three (3) days of issuance of a purchase order whichever is later.

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

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

1. To hold this bid open for thirty (30) days following the time and date set for receipt of Bids.
2. To abide by the Instructions to Bidders and General Conditions
3. To perform the work in accordance with Bid Documents within time period stated.

Respectfully submitted,

\_\_\_\_\_

By: \_\_\_\_\_

(If a corporation, affix seal)

Title: \_\_\_\_\_

Official Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No. (\_\_\_\_) \_\_\_\_\_

Date of Bid: \_\_\_\_\_

## 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 1976 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 price quoted shall be for complete service in accordance with the specifications and completely ready to be placed in operation and shall include all set up charges.
- D. Service shall begin September 1, 2020 or within three (3) days of receipt of purchase order, whichever is later.
- E. Bidders shall state a guaranteed service schedule. The Bishop International Airport Authority acknowledges that such guaranteed service 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 company shall provide conclusive evidence of such cause to the Bishop International Airport Authority. In no event shall service be delayed more than **(7) DAYS FOR SERVICE** after the date of Issuing the Contract Agreement. In cases where service is delayed the Airport Authority may at its sole discretion cancel, modify or change the order.
- F. The Bidder shall own and maintain all dumpsters. The Bidder shall guarantee that replacement parts and service shall be included and available for any equipment necessary in this service agreement under normal operating conditions. All Dumpsters shall appear in good clean condition and free from leaking fluids.
- G. Waste Removal Vehicles shall be in good operating condition. They will be free from materials or fluids that emerge or flow from them. The Bidder will be responsible for any product emerging from their company vehicle.
- H. 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
- I. The successful bidder shall assume full responsibility for all materials, workmanship and accessories used in the unit whether of their manufacturer or by others.

- 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 Proposal and Specifications and that they 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 Authority has notified the Bidder of such claim as provided from above.

M. INSURANCE

The Bidder must maintain insurance at levels satisfactory to the Authority as follows:

All required insurance must be in effect and so continue during the life of this agreement in not less than the following amounts:

- A. Workers Compensation Insurance in compliance with the Workers Compensation Laws of the State of Michigan.
- B. Comprehensive General Liability Insurance with a maximum combined single limit of \$1,000,000 per occurrence. This insurance shall indicate on Certificate(s) of Insurance, shall be acceptable to the Authority, with the following coverages:
  - 1. Premises- Operations
  - 2. Independent Contactor
  - 3. Products and Completed Operations
  - 4. Broad Form Contractual cannot be eliminated
  - 5. Automobile

Successful Bidder will be required to furnish an insurance certificate showing the above insurance coverage with the Authority as an additional insured.



## N. DEFAULT

Default is defined as the failure of the Bidder to fulfill the obligations of the Bid/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 bids, 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 this bid.

### **COMPANY**

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### **BUSINESS ENTITY**

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(Corporation-Partnership-Single Authority, etc.)

**BY** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**DATE OF PROPOSAL** \_\_\_\_\_

# BID FORM

## Service Description, Location on the Airport Property & Schedule of service.

**BID TO:** BISHOP INTERNATIONAL AIRPORT AUTHORITY  
 G-3425 W. BRISTOL RD.  
 FLINT, MI 48507

**BID FROM:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Definition of Schedule:**

Daily – 5 days per week (Monday, Tuesday, Wednesday, Thursday and Friday)

Weekly – 1 day per week, TBD (Monday, Tuesday, Wednesday, Thursday or Friday)

EOW – 1 day every other week, TBD (Monday, Tuesday, Wednesday, Thursday or Friday)

<u>Description</u>	<u>Location</u>	<u>Schedule</u>
One (1) – Eight (8) Yard Dumpster-Front Load	Car Rental Ready Lot	Daily
Two (2) - Eight (8) Yard Dumpster-Front Load	Terminal Ramp	Daily
One (1) - Eight (8) Yard Dumpster-TALL	Car Wash	Weekly
One (1) - Six (6) Yard Dumpster-Front Load	Maintenance/Fire Facility	Weekly
One (1) - Four (4) Yard Dumpster-Front Load	Gulf T Hangars	EOW

The undersigned, having familiarized themselves with the conditions affecting the cost of the work and having examined the Bidding Documents, hereby propose to furnish all labor, materials, equipment, licensing and services required for the proper completion of the AIRPORT WASTE DISPOSAL SERVICE, including all addenda issued thereto, for the sum of:

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BID PRICE (DELIVERED TO FLINT) This is the TOTAL PRICE based on the Description & Schedule above, **Inclusive**. Any and All Fees are listed in this Bid Total

	<b>PER TRIP</b>	<b>4-YD</b>	<b>6-YD</b>	<b>8-YD</b>	<b>TOTAL YEAR</b>
Year One (1), 2020-2021	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Year Two (2), 2021-2022	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Year Three (3), 2022-2023	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

OPTION

	<b>PER TRIP</b>	<b>4-YD</b>	<b>6-YD</b>	<b>8-YD</b>	<b>TOTAL YEAR</b>
Year One (1), 2023-2024	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Year Two (2), 2024-2025	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Year Three (3), 2025-2026	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____