



# Columbus Airport Commission Columbus Airport

## **REQUEST FOR BID # 2017-005 Aircraft Tow Tractor**

November 14th, 2017

The Columbus Airport Commission is currently soliciting Bids from vendors of aircraft tow tractors used for general aviation towing of aircraft which may qualify under the Georgia State contract pricing.

Each Bid shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the Bid. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The Commission reserves the right to reject any and all Bids and to waive any irregularity or informality in any Bid or in the Request for Bid process, as long as, in the judgment of the Commission, such action will not negate fair competition and will permit proper comparative evaluation of the Bids submitted.

This Request for Bid is posted on the Commission's website at [www.flycolumbusga.com](http://www.flycolumbusga.com). Any changes, additions, or deletions to this Request for Bid will be in the form of written addenda issued by the Commission. Any addenda will be posted on the website. Prospective bidders must check the website for addenda or other relevant new information during the response period. The Commission is not responsible for the failure of any prospective bidder to receive such addenda. All addenda so issued shall become a part of this Request for Bid.

If your firm is interested and qualified, please submit three (3) hard copies and one (1) electronic copy (on CD or DVD) of your Bid by January 1st, 2018 by 3:00 p.m. to:

Columbus Airport Commission  
Attn: Amber Clark  
3250 W. Britt David Road  
Columbus, Georgia 31909-5399

If you have any questions about the Bid process, or for technical questions and information contact Amber Clark at 706.324.2453, or [aclark@flightwayscolumbus.com](mailto:aclark@flightwayscolumbus.com).

**General Provisions**

1. All Bids, consisting of (1) hard copy and one (1) electronic copy (on CD or DVD) must be sealed and received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on **January 1<sup>st</sup>, 2018**. Late Bids will not be considered and will be returned, unopened. Bids will remain sealed and secured until the stated due date and time for Bid opening.
2. All correspondence should be directed to:

Columbus Airport Commission  
Attn: Amber Clark  
3250 W. Britt David Road  
Columbus, GA 31909  
Telephone: (706) 324-2453  
[aclark@flightwayscolumbus.com](mailto:aclark@flightwayscolumbus.com)

FAX submissions will not be accepted as an appropriate response to this RFB.

3. All costs incurred in the preparation and submission of Bids and related documentation will be borne by the bidder.
4. It is preferred that all Bids be submitted on recycled paper, printed on two sides.
5. Bids must be submitted in a sealed envelope or package. The exterior of the envelope or package must reference the bidder's name and address, the RFB#, and RFB title. Failure to properly identify the Bid may result in rejection of the Bid. An electronic copy of your Bid must be included. This electronic copy should include all documents being submitted combined into one Adobe Acrobat (pdf) file on a CD or DVD using this convention for the file name: VENDOR NAME + RFB NUMBER  
*Example:* Your company, Acme Inc., is responding to RFB PS-#2013-01. Your Adobe Acrobat (pdf) file would be named: **Acme 2013-01**
6. Selection of a successful bidder will be accomplished as described herein.
7. This Request for Bid does not constitute an offer to enter into a contract.
8. The Commission will accept one and only one Bid per vendor. Prior to opening, should the Commission received multiple submissions from one vendor the Commission may 1) contact the bidder to clarify which Bid is valid, or 2) reject all submissions from the vendor as unresponsive.
9. The Commission reserves the option to accept or reject any or all Bids, wholly or in part, received by reason of this request, and make more than one award, or no award, as the best interests of the Commission may appear.
10. All documents submitted to the Commission in response to this Request for Bid will become the exclusive property of the Commission and may be returned to the bidder or kept by the Commission, in the Commission's sole discretion.

11. All Bids shall remain firm for ninety, (90) days following closing date for receipt of Bids.
12. The Commission reserves the right to award the contract to the firm who presents the Bid which in the judgment of the Commission, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional services fees.
13. Should the bidder intend to subcontract all or part of the work specified, name(s) and address(es) of subcontractor(s) must be provided in the Bid (use additional sheets as necessary). The successful bidder shall be responsible for subcontractor(s) full compliance with the requirements of these specifications. **THE AIRPORT COMMISSION WILL NOT BE RESPONSIBLE FOR PAYMENTS TO SUBCONTRACTORS.**
14. Corrections or withdrawals of inadvertently erroneous Bids before or after opening, or cancellation of awards of contracts based on such Bid mistakes may be permitted where appropriate. Mistakes discovered before opening may be modified or Bid withdrawn by written notice received in the office of the Airport Director prior to the time of the opening.

After opening, no changes in Bid prices or other provisions of Bids prejudicial to the interest of the Commission or fair competition shall be permitted. In lieu of any correction, a successful bidder alleging a material mistake of fact may be permitted to withdraw its package if the mistake is clearly evident, or if the bidder submits evidence, which clearly and convincingly demonstrates that a mistake was made.

All decisions to permit corrections or withdrawals of Bids or to cancel awards or contracts based on mistakes will be supported by the written determination of the Airport Director.

15. If it becomes necessary to revise any part of this Bid package, a written addendum will be provided to all bidders. The Commission is not bound by any oral representations, clarifications, or changes made to the written specifications by Commission employees, unless such clarification or change is provided to the bidders in written addendum form from the Airport Director. Bidders will be required to acknowledge receipt of the addenda (if applicable) in their sealed bid. The vendor may provide an initialed copy of each addendum or initial the appropriate area on the bid form (pricing page). Failure to acknowledge receipt of the addenda (when applicable) will render bid incomplete. **It is the bidder's responsibility to ensure that they have received all addenda.**
16. During the evaluation of Bids, the Commission reserves the right to request clarification of Bid packages and to request the submission of references, if deemed necessary for a complete evaluation of responses. Award will be made to the responsive and responsible bidder whose Bid meets the Commission's needs according to criteria designated in the solicitation. The determination of the most responsive and responsible bidder may involve all or some of the following factors: prices, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, experience, terms of payment, compatibility as required, other cost, and

other objective and accountable factors, if any, (which are further described in the specifications). The Commission shall be the sole judge of the factors and will make the award in the best interest of the Commission.

17. Bidders may be disqualified and rejection of Bids may be recommended by the Selection Committee for any (but not limited) of the following reasons:
  - a. Receipt after the time limit for receiving bid Bids as stated in the bid invitation.
  - b. Any irregularities contrary to the General Provisions or bid specifications.
  - c. Unbalanced unit price or extensions.
  - d. Unbalanced value of items.
  - e. Failure to use the proper forms furnished by the Commission.
  - f. Failure to complete the Bid properly and in the format specified by the Commission.
  - g. Omission of warranty, product literature, samples, acknowledgment of addenda or other items required to be included with Bid.
  - h. Failure to properly sign forms in ink.
18. All bidders will comply with all Federal, State, and Local laws and ordinances, relative to conducting business in Columbus, Georgia.
19. When bid inclusions are required, such as warranty information, product literature/specifications, references, etc. The inclusions should reference all aspects of the specific equipment or service proposed by the bidder. Do not include general descriptive catalogs. Bids found to be in non-compliance with these requirements will be subject to rejection.
20. By signing and submitting this Bid, bidder declares that its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid. In the event, said bidder is found guilty of collusion, the company and agents will be removed from the Commission's bid list for one full year and any current orders will be canceled.
21. The successful bidder agrees, by entering into any contract, to defend, indemnify and hold Commission harmless from any and all causes of action or claims of damages arising out of or under this contract.
22. Disadvantaged Business Enterprises (minority or women owned businesses) will be afforded full opportunity to submit Bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex or national origin in consideration for an award. It is the policy of the Commission that disadvantaged business enterprises and minority business enterprises have an opportunity to participate at all levels of contracting in the performance of Commission contracts to the extent practical and consistent with the efficient performance of the contract.
23. The successful bidder will comply with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of

all employees, and will not discriminate between or among them by reason of race, color, age, religion, sex, national origin or physical handicap.

24. A protest with respect to this Request for Bids shall be submitted in writing to the Airport Director no less than five (5) days prior to the opening of bids or later than the closing date of Bid. If the matter is not resolved by the Airport Director, then an appeal may be filed with the Airport Commission.
25. During the evaluation of bids, the Commission reserves the right to request a demonstration or site visit of the product, equipment or service offered by a bidder. The demonstration or site visit shall be at the expense of the bidder. Bidders, who fail to provide demonstration or site visit, as requested, will be considered non-responsive.
26. When such action is in the best financial interest of the Commission, contracts for supplies to be purchased or services to be rendered under an annual (term) contract basis may be canceled and re-advertised at the discretion of the Airport Commission and in accordance with contract terms.
27. Questions concerning specifications must be submitted, in writing, at least ten (10) working days (Monday-Friday) prior to the RFB closing date. Questions received less than ten working days prior to RFB closing will not be considered
28. Any contract awarded pursuant to this Request for Bid will incorporate the requirements and specifications contained in this Request for Bid. All information presented in a bidder's Bid will be considered binding upon selection of the successful bidder, unless otherwise modified and agreed to by the Commission during subsequent negotiations. The successful bidder is expected to execute a Professional services agreement similar to that in Appendix A. This sample agreement is for reference to the anticipated terms and conditions governing the Commission and the successful bidder. The bidder must take exception in their Bid to any section of the attached draft agreement they do not agree with. Failing to do so will be deemed as acceptance by the bidder to the terms spelled out in the sample agreement. The Commission reserves the right, in its sole discretion, to add, delete, or modify, or negotiate additional terms and conditions to the attached Concession agreement. BEFORE BEGINNING ANY WORK OR SUBMITTING A BID IT IS ADVISED THAT BIDDERS READ THE COMMISSION INSURANCE AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED SAMPLE SERVICES AGREEMENT. The selected bidder will be asked to provide evidence that Commission insurance requirements have been met. See Appendix A – Sample Commission Agreement, and in the Sample Commission Agreement the insurance requirements are found in article 8.
29. The parties agree that this RFB and subsequent agreements shall be governed by and interpreted in accordance with the substantive laws with the State of Georgia, without regard to conflicts of laws rules. Any and all actions with respect to matters arising out of or under the RFB or any subsequent contract may be adjudicated only in a court of competent jurisdiction in Muscogee County, Georgia and the Bidder waives any and all objections to the personal jurisdiction of such courts.

30. Unless otherwise defined in the bid specifications, it is understood and agreed that any item offered or furnished shall be new, in current production and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.
31. All freight, shipping, and handling charges shall be included in the bid price. The Commission will pay no additional charges.
32. Whenever in this invitation any particular material, process and/or equipment are indicated or specified by patent, proprietary or brand name of manufacturer, such wording will be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired by the Commission. It is not meant to eliminate bidders or restrict competition in any bid process. Any manufacturer's names, drawings, trade names, brand names, specifications and/or catalog numbers used herein are for the purpose of description and establishing general quality levels. Bidders may propose equivalent equipment, services or manufacturer. Any bid that is equivalent to or surpasses stated specifications will be considered. Determination of equivalency shall rest solely with the Commission. **Please Note: Due to existing equipment, specific manufacturers may be required to facilitate compatibility**
33. When bid inclusions are required, such as warranty information, product literature/specifications, references, etc. The inclusions should reference all aspects of the specific equipment or service proposed by the bidder. Do not include general descriptive catalogs. References to literature or other required inclusions submitted previously does not satisfy this provision. Bids found to be in non-compliance with these requirements will be subject to rejection.
34. **CALENDAR OF EVENTS:**  
 The following is a tentative schedule of events which the project is expected to follow. These dates are considered flexible and the Commission reserves the right to adjust the dates and timeframes as necessary.

November 14, 2017	Request for Bid opens
December 15, 2017 3:00PM	Question Deadline
December 22, 2017	Addendum
January 01, 2018 3:00PM	Bid deadline
January 11, 2018	Vendor negotiations begin
January 15, 2018	Last date for negotiations
January 22, 2018	Commission considers vendors/products

**BID FORMAT**

1. **Bid Form Pricing page(s)**
2. **Product Literature:** Bidder shall submit with their bid the latest printed specifications and advertising literature on the unit they propose to furnish.
3. **Warranty:** Warranty information printed on the manufacturer's letterhead.
4. **Bidder's Response to Detailed Specifications Pages.**
5. **Acknowledgment of Receipt of Addenda (if any):** Vendor shall include acknowledgment of receipt of addenda **(if any)** in their sealed bid. The vendor may provide an initialed copy of each addendum or initial the appropriate area on the bid form (pricing page). **It is the vendor's responsibility to contact the Commission for copies of addenda or visit the Finance Department/Airport website at [www.columbusga.org](http://www.columbusga.org), if they receive their Bid document from any source other than the Commission.**
6. **Disadvantaged Business Enterprises:** Each response shall clearly outline any DBE partnerships that the Consultant has created for completion of the work. Response should also provide the Commission a clear understanding of how the firm mentors or develops DBE's to perform Department of Transportation (DOT) work.
7. Listed below you will find the criteria to evaluate bids for the Commission. This criteria will carry as much weight as LOW BID so that in evaluating bids the Selection Committee will be able to recommend a "lowest completely satisfactory bidder", which will be in the best interest for the Commission. The criteria is as follows:
  - a. Low bid.
  - b. Availability.
  - c. Parts availability.
  - d. Rated maintenance and operating data.
  - e. Similar makes and models in the Commission fleet and our maintenance history with them.
  - f. Capability of vendor to supply required service. Ability of unit offered to perform the task of the user or department.
  - g. Training: Evaluation of technical training agenda.
  - h. Warranty: The length and coverage, including the extended warranty.
  - i. Vendor Performance: How well the vendor performed.
    - 1) Responsiveness
    - 2) Assistance

**THE FOLLOWING ITEMS WILL BE REQUIRED OF THE RECOMMENDED VENDOR(S) PRIOR TO THE AWARD OF THE CONTRACT. AFTER NOTIFICATION, THE RECOMMENDED VENDOR(S) WILL HAVE FIVE (5) BUSINESS DAYS TO PROVIDE THE INFORMATION BELOW, OR THE NEXT RESPONSIVE, RESPONSIBLE BIDDER WILL BE RECOMMENDED FOR AWARD.**

- 1) **Business License:** Vendors located in Muscogee County shall submit a current copy of their Commission of Columbus Business License (Occupation License). If the business is not located in Muscogee County and has proof of being properly licensed by a municipality in Georgia, and paid applicable occupation taxes in that Commission, the vendor will not be required to pay occupation taxes in Columbus, Georgia.

If the business location is not in Georgia, vendor must provide a current copy of their active Articles of Incorporation from the State and/or a current business license from the Commission/State in which business is located.

If you have questions regarding this requirement, please contact Amber Clark @ (706) 324-2453.

- 2) **W-9 Request for Taxpayer Identification Number and Certification**

### **AWARD/ORDERING/DELIVERY/INVOICING:**

Bids will be awarded to the lowest, responsive, responsible bidder. The Commission will be the judge of the factors and will make the award accordingly. Should the successful bidder not be able to supply the required product(s), the Commission reserves the right to purchase from other sources.

After award of the bid, the successful vendor will receive an official purchase order from the Commission. The purchase order will represent the contract between the Commission and the successful vendor for the purchase of said equipment (all terms of the bid specifications and any applicable addenda will apply).

Delivery is the responsibility of the manufacturer or authorized dealer. Full pre-delivery service on the equipment will be the responsibility of the manufacturer or selling dealer. **Freight shall be included in the bid price; Add on freight will not be authorized.** The items shall be delivered at the following location:

Columbus Airport Commission  
Attn: Amber Clark  
3250 West Britt David Road  
Columbus, Georgia 31909

After satisfactory and complete, delivery of the equipment, the successful vendor shall forward invoice(s) to the same address.

The invoices(s) shall reference the purchase order number. Failure to reference the purchase order number will delay payment of the invoice.

**All documents associated with the purchase of vehicles and equipment, especially titles applications and certificate of origins, must state "Columbus Airport Commission" as the purchaser.**

### **TERMINATION OF CONTRACT:**



1. **Default:** If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Airport Director may notify the contractor in writing of the delay or non-performance and if not cured within ten (10) days or any longer time specified in writing by the Airport Director, such director may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform.

In the event of termination in whole or in part the Airport Director may procure similar supplies or services, from other sources, in a manner and upon terms deemed appropriate by the Airport Director. The contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

2. **Compensation:** Payment for completed supplies or services delivered and accepted by the Commission shall be at the contract price. The Commission may withhold from amounts due the contractor such sums as the Airport Director deems to be necessary to protect the Commission against loss because of outstanding liens or claims of former lien holders and to reimburse the Commission for the excess costs incurred in procuring similar goods and services.
3. **Excuse for Nonperformance or Delayed Performance:** Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the contractor has notified the Airport Director within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of public enemy; acts of the Commission and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements.

Upon request of the contractor, the Airport Director shall ascertain the facts and extent of such failure, and, if such director determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly.

**DETAILED SPECIFICATIONS FOR  
RFB NO. 2017-005;  
Aircraft Tow Tractor**

*(Quantity of 1)*

<b>ITEM IDENTITY: Aircraft Tow Tractor</b>	<b>MFG: Similar to a TUG</b>
	<b>MODEL:MA-50-28</b>

DETAILED DESCRIPTION	VENDOR'S SPECIFICATIONS
<p><b>5,000 drawbar pull to handle all cargo and baggage towing requirements and to provide pushback for private and regional aircraft with a MTOW up to 60,000 pounds (27,220 kg) (dry conditions -1% grade).</b></p> <p>Gasoline or diesel engine  AWD or RWD  Dual seats or bench style seat  <b>Front and Rear</b> 1" pin type hitch  Solid-state ignition  Engine emission control  Automatic C-4 or C-6 transmission  Disc brakes  LED lighting  Seat belts and safety pedal guard  Fuel reclaimer attached or mount for one to be installed</p>	<p>Any and all specs to be similar to list.</p>