

INVITATION TO BID

BID DESCRIPTION: Designated Parking Spaces for Taxicab Limousine Operators
BID DUE DATE: October 18, 2021
BID TIME: 4:00 p.m.
BID DOCUMENTS AVAILABLE: www.mbsairport.org/ground_transportation

1. You are invited to submit a bid in accordance with the following instructions listed in this document for the exclusive right to the use of one (1) of three (3) designated parking spaces ("Spaces"), as a Taxicab Limousine Operator for two years, commencing on November 1, 2021 through October 31, 2023, located in the terminal drive lane, (Exhibit A of the attached lease), of the MBS International Airport Terminal Building, 9200 Garfield Road, Freeland, Michigan 48623.
2. Sealed bids will be received by the MBS International Airport Commission, at the airport administration office, located in the *Elizabeth E. Owen Airport Administration Building at 8500 Garfield Road, Suite 101, Freeland, Michigan 48623* until 4:00 p.m. (local time), on the bid date, at which time and place all bids will be publicly opened and read aloud across the hall in the Eugene F Gwizdala Conference Room. ANY BID RECEIVED AFTER THE SPECIFIED TIME WILL NOT BE CONSIDERED.
3. A **NON-MANDATORY** pre-bid meeting for the purpose of reviewing and answering questions regarding the bid process and lease, will be held on October 7, 2021 at 11:00 a.m. (local time), in the Eugene F Gwizdala Conference Room, located in the *Elizabeth E. Owen Airport Administration Building at 8500 Garfield Road, Suite 101, Freeland, Michigan 48623*.
4. Refer all question concerning this bid to:
Courtney Page
page@mbsairport.org
989-695-5555 x12
5. Requests for Information deadline is no later than October 11, 2021 by 4:00 p.m.
6. Bidder Qualifications: Bidder must apply and qualify for the airport's Taxicab and Limousine Operating Permit, prior to or upon execution of an awarded bid.
7. Basis for Awards: Available spaces will be awarded to the three (3) highest primary bids. The highest successful bidder will have the first right to select their designated space from those listed in Exhibit A of the attached Lease. The second highest bidder will select next and so on. In the event that there are less than three (3) primary bids, the remaining available spaces will be awarded based on the highest secondary bids. If any bids are for exactly the same amount, priority will be awarded based on a random selection.
8. Each bidder may submit one (1) primary and one (1) secondary bid. Primary bids are for one (1) designated parking space. Secondary bids will not be considered without a primary bid. All

primary bids will be considered until all primary bids have been exhausted, after which all secondary bids will then be considered. Secondary bids are for one (1) additional designated parking space.

9. Minimum starting bids for primary and secondary designated parking spaces is \$525.00 per space per year, \$1,050 per total lease term (2 years).
10. Bids shall be submitted by mail or in-person, on the form furnished, or copies thereof, and must be manually signed. Emailed or faxed bids will not be considered.
11. Bids may be modified or withdrawn by written request received from bidders before the time set for receipt of bids.
12. Included with each awarded designated parking space:
 - A. A digital sign will be displayed on the two (2) monitors at baggage claim. Company will need to supply MBS airport with a copy of their digital sign.
 - B. MBS airport will supply a copy of flight schedule on require.
 - C. Business name and contact information will be placed on the *Transportation* page of the airport's website www.mbsairport.org
13. Execution of Agreement: If the successful bidder, upon acceptance of its bid by the MBS International Airport Commission, within five (5) business days, fails to execute the assigned lease and payment in full, as well as apply and qualify for the airport's Taxicab and Limousine Operating Permit, may be terminated for default. In such event, the available space will be offered to the next highest primary bidder, until all primary bids have been exhausted, after which all secondary bids will then be considered.

MBS International Airport
8500 Garfield Road, Suite 101, Freeland, MI 48623

Taxicab and Limousine Operator BID for Designated Parking Space

BID DUE DATE: October 18, 2021
BID TIME: 4:00 p.m.

Date of Bid: _____

1. Legal Name of Business: _____

2. Address: _____

City: _____ State: _____ Zip: _____

3. Web Site Address: _____

4. Primary Contact: _____

Name

Title

5. Contact Email Address: _____ Contact Phone: _____

6. Type of Business Entity Corporation Partnership Sole-Proprietor Other (explain)

List of names and addresses of all persons having a financial interest in the business thereof. (In the case of a corporation or partnership, all officers, directors, members and persons owning at least a 10 percent interest in the business must be listed.)

Name	Address	% Interest (Total must equal 100%)
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A. _____

B. _____

C. _____

D. _____

7. Is your firm a Disadvantaged Business Enterprise (DBE)? Yes No
If yes, please provide supportive documentation.

8. Primary Bid Amount: \$_____._____ (Annual) \$_____._____ (2 Year Total)

9. Secondary Bid Amount \$_____._____ (Annual) \$_____._____ (2 Year Total)

10. The bidder acknowledges receipt of the following Addenda (if any);

Addenda Number	Date of Receipt
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_____, 2021

_____, 2021

_____, 2021

I _____, the Bidder, hereby represent and certify to the Commission that: this Bid is made without connection with any other bidder and it is made in good faith without collusion or fraud; I have fully examined and understood the Invitation to Bid, its attached Lease, exhibits and any addenda, and by submitting this Bid, I agree to accept the contents and requirements set forth in each; if this Bid is accepted, I shall execute the Commission's Lease in the form attached as part of the Invitation to Bid; I have completed the Bid schedule which is incorporated herein.

Signature _____
Business Owner (Must be one of those listed on item 6 of this application)

GROUND TRANSPORTATION PARKING SPACE LEASE (SAMPLE)

This Lease is made on the _____ **1st** _____ day of **November** _____, 2021, by the MBS International Airport Commission of Suite 101, 8500 Garfield Road, Freeland, Michigan 48623 (“Lessor”); and _____ **Company** **X** _____ with a mailing address of _____ (“Lessee”).

The parties have agreed to the following terms and conditions.

1. Description of the Premises. Lessor leases to Lessee the area known as “Parking Space _____”, shown in Exhibit A (the “Premises”), located at the MBS International Airport, 9200 Garfield Road, Freeland, Michigan 48623.
2. Term. This Lease shall be for the term of two years, commencing on November 1, 2021 (the “Commencement Date”) and ending on October 31, 2023.
3. Rental. Lessee shall pay to Lessor an annual rent the sum of _____ (\$ _____), payable upon execution of this lease. Payment of annual rent is due by November 1st for each year of the lease term.
4. Use. Lessee shall use and occupy the Premises as a parking space for public ground transportation services and for no other purpose without the prior written consent of the Airport Director. Permitted vehicles are to parallel park only in their designated parking space and in no other lessee’s space. No angle or perpendicular parking is permitted. Lessee shall not intentionally or knowingly use the Premises for any purpose or in any manner in violation of any law, ordinance, rule, or regulation adopted or imposed by any federal, state, county, or municipal body or other governmental agency. Lessee shall not deface or injure the Premises, permit anything to be done on the Premises tending to create a nuisance or to disturb other tenants or users of the Premises or Building, or permit any activity in the Premises that will result in an increase of any insurance premium on the Premises.
5. Assignment and Subletting. Lessee agrees not to sell, assign, mortgage, pledge, or in any manner transfer this Lease or sublet the Premises or any portion of the Premises.
6. Termination. The Lessee must apply, qualify for and maintain in good standing, for the duration of this Lease, the Lessor’s Taxicab Limousine Operating Permit (“Permit”). If the Permit is terminated at any time during the term of this Lease, this Lease will terminate immediately. This Lease may be reinstated, for the remainder of its term, if the Lessee can requalify for the Permit within thirty (30) days of the first day of the termination of this Lease. Lessor shall also maintain its rights to terminate this Lease as otherwise allowed by law.

7. Acceptance of Premises. Lessor makes no representations as to the condition of the Premises. Lessee hereby covenants and agrees that the Premises are in acceptable condition and accepts the Premises as-is.

8. Alterations. No improvements, alterations, additions, or physical changes shall be made on the Premises by the Lessee.

9. Changes by Lessor. Lessor reserves the absolute right at any time and from time to time to make changes or revisions in the Premises, terminal building, parking lot, driveways, signs, landscaping, and sidewalks, including additions to, subtractions from, or rearrangements of the improvements, provided that the changes do not materially alter the use of the Premises.

10. Indemnification. The Lessee agrees fully to indemnify, defend and hold harmless, and list as additional insureds, the Commission, its board members, agents, officers, directors, and employees, and the City of Midland, City of Saginaw and the County of Bay, their officers, agents or employees (the "Indemnified Parties"), individually and/or collectively, from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, based upon or arising out of injuries to, or death of, persons or damage to property caused by the Lessee, its agents, drivers, or employees, in the use or occupancy of the Premises.

11. Observation of all Laws. Lessee shall observe all Federal, State and local laws, including the rules and regulations of Federal and State aeronautical authorities and the rules and regulations of the State Fire Marshall in the use of the Premises, as well as those laws forbidding discrimination against protected classes of individuals.

12. Applicable Law. This Lease shall be construed under the laws of the State of Michigan. If any provision of this Lease or portions of this Lease or their application to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

13. Entire Agreement. This Lease constitutes the entire understanding between the parties and any amendments or changes to the Lease shall be effective only if made in writing.

LESSEE – _____

LESSOR – MBS INTERNATIONAL AIRPORT COMMISSION

 By:

 By:

Title:

Title:

EXHIBIT A

