

REQUEST

FOR

BIDS

***3150 TCHULAHOMA ROOF REPLACEMENT
SMALL BUSINESS PARTICIPATION PROGRAM***

RFB NUMBER 21-0014

DUE DATE:

AUGUST 2, 2021

TRANSMITTAL LETTER

June 29, 2021

Dear Respondent,

The Memphis-Shelby County Airport Authority (Authority) is seeking a qualified Respondent to provide a 3150 Tchulahoma Roof Replacement for the Authority. This Request for Bids (RFB) is under the direction of the Maintenance Department.

The Procurement Department is responsible for coordinating all communications between the Authority and Respondents. The RFB limits the manner, method, and type of communications that the Authority and Respondents may have once an RFB process is initiated to ensure that the process is fair and impartial. Please review the RFB carefully and abide by all required deadlines, dates, and terms.

All Respondents are hereby notified that all updates, addenda and additional information, if any, shall be posted to the Authority website www.flymemphis.com, and Respondents are responsible for checking the Authority website up to the time of the RFB submission deadline.

The Authority reserves the right to reject any or all responses to this RFB in whole or in part; to waive any informalities, technicalities, or omissions therein; and/or to cancel this process at any time. The Authority also reserves the right to reject any response when a parent, subsidiary, affiliate, or predecessor in interest of the Respondent has pending litigation or claims with the Authority, or if any response includes a proposed subcontractor or supplier that has pending litigation or claims with the Authority, if the Authority determines, in its sole discretion, such litigation or claims may adversely affect the ability of the parties to work efficiently and effectively under this RFB, or for any other reason as determined by the Authority. Any such responses will be returned to the Respondent. All Respondents must use forms provided by the Authority.

No Respondent may withdraw an opened Response without the Authority's consent.

The Authority shall give a preference to businesses located in or near the County of Shelby, State of Tennessee in awarding contracts and making purchases whenever the application of such a preference is reasonable in light of the valuation points/dollar-value of the proposal/bid received in relation to such valuation points/expenditures and pursuant to the terms and conditions that are outlined in the adopted policy as amended.

Should you have questions regarding this RFB, the RFB sets forth a process by which you may submit your questions and receive answers. Thank you for your participation in this process. We look forward to receiving your response.

Sincerely,

Nathan Luce, P.E.
Director of Procurement
Memphis-Shelby County Airport Authority

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1 BACKGROUND

The Authority owns and operates Memphis International Airport, Charles Baker Airport and General DeWitt Spain Airport. Memphis International Airport is located in Shelby County about 13 miles southeast of downtown Memphis. Memphis International Airport is the principal air carrier airport serving west Tennessee, north Mississippi, southeast Missouri, and east Arkansas. Memphis International Airport is also the principal hub for FedEx, which makes it the world’s second busiest cargo airport and the single largest economic engine in the Mid-South.

The Airport is primarily an origin and destination (O&D) airport. Approximately 1.7 million passengers were enplaned at the Airport in the Fiscal Year ending June 30, 2020, a decrease of approximately 24.6% compared to FY 2019. However, this decrease is attributed to the significant downturn in passenger traffic due to the COVID-19 pandemic, which had a devastating impact on the aviation industry worldwide. Traffic has gradually increased since its low point in April 2020.

The Airport is located on 4,640 acres of land in the County and includes a terminal complex of approximately one million square feet, and four other buildings containing approximately 100,000 square feet, which are used by air carriers and all-cargo carriers as transfer facilities for cargo. These buildings are adjacent to the terminal complex and are separate from FedEx facilities that contain approximately 3.5 million square feet and occupy approximately 518 acres.

2 REQUEST FOR BIDS TIMELINE, COMMUNICATIONS AND PROCESS

2.1 RFB Timeline

While this timeline sets forth important dates for this Request for Bids (RFB) process, the entire RFB should be consulted for additional information and requirements concerning these deadlines. The schedule below is subject to change without liability to the Authority.

All times listed are Memphis, Tennessee Local Time (CST).

June 29, 2021	Publication of Legal Notice
June 29, 2021	Release of RFB Documents
July 12, 2021	Pre-Bid Meeting 2:00 p.m.
July 19, 2021	Questions Due from Respondents by 4:30 p.m.
July 26, 2021	Questions and Answers posted on Authority website by 4:30 p.m.
August 2, 2021	Response Due to Authority by 2:00 p.m.
August 19, 2021	Anticipated Board Approval of the Award of Contract
Sept. 1, 2021	Anticipated Contract Commencement Date

The terms “Purchase Order” and “Contract” in this RFB shall be interchangeable.

2.2 Communication with the Authority during this RFB

The Authority has designated Nathan Luce, Director of Procurement, to be responsible for coordinating communications between the Authority and Respondents. Respondents should direct all communications to Nathan Luce via email at ProcurementDirector@flymemphis.com. Respondents are further advised that any communication, either verbally or in writing, direct or indirect, subsequent to the date of issuance of the RFB by a prospective Respondent or any of its owners, officers, employees, or agents, or any individual or entity acting on its behalf, with any member of the Board of Commissioners or any officer or employee of the Authority, except as provided in this section, is **strictly prohibited** and may be cause for disqualification of the prospective Respondent. The only exception to this requirement is for communications between prospective Respondents and the Authority's in-house and outside legal counsel to further client communications on pending matters that are not related to this RFB. This restriction on communication will govern until the RFB process has been completed and a contract has been fully executed for the for these services. Please note that the Authority prefers all communication to be in writing.

2.3 Addenda

All updates, addenda and other information, if any, shall be posted to the Authority's website, www.flymemphis.com. Respondents are responsible for checking the Authority's website up to the time of the RFB submission deadline.

2.4 Pre-Bids Conference

A pre-Bid meeting will be held July 12, 2021, at 12:30 p.m. via Zoom conferencing

Join Zoom Meeting

<https://zoom.us/j/97549977118?pwd=RVMvYS9zYmJ3b1FacGdNTEt3emFYQT09>

Meeting ID: 975 4997 7118

Passcode: 726561

One tap mobile

6468769923

Site visit requests will be by appointment only with a limit of 2 representatives per bidder. To schedule your site visit, please contact Stephanie Biddle (901) 805-5308 or sbiddle@flymemphis.com. All appointments must be scheduled before 3:00 p.m. on July 19, 2021.

2.5 Questions Regarding RFB

Questions regarding this RFB must be submitted in written form via email to Nathan Luce at ProcurementDirector@flymemphis.com. Questions will be accepted until 4:30 PM, July 19, 2021. Answers will be provided by 4:30 p.m., July 26, 2021. Answers will only be posted on the website, www.flymemphis.com.

2.6 RFB and Response Submissions

A copy of this RFB will be available on the Authority's website, www.flymemphis.com

Respondents shall prepare responses in compliance with all the instructions outlined in this RFB, providing the requested information and returning the completed document to the Authority by the submission deadline.

All responses shall be sealed and clearly marked with the Respondent's name and address and the words "3150 Tchulahoma Roof Replacement" and "RFB Number 21-0014" on the outside of the envelope or container. The Respondent shall allow sufficient time to ensure receipt of the response. It is the sole responsibility of the Respondent to have the response delivered to the Authority at the address below before the closing hour and date given in this RFB.

Respondents should note that FedEx First Overnight® and UPS Next Day Air Early AM® shipments typically arrive before normal Authority business hours of 7:00 AM – 3:30 PM Local Time. Should you choose to ship by one of these methods, and your shipment arrives before the Authority's business hours, FedEx or UPS will not deliver the package until the following day. Any response tendered for delivery to the Authority must be in the Authority's possession prior to the opening date and time. Any delivery received after the submission deadline will be accepted and returned to the Bidder unopened.

Responses must be received at the address below **before 2:00 PM Local Time on August 2, 2021:**

Procurement Department
Memphis-Shelby County Airport Authority
4150 Louis Carruthers Drive
Memphis, Tennessee 38118
Attn: Request for Bids, 3150 Tchulahoma Roof Replacement,
RFB Number 21-0014

Responses to all Request for Bids will be opened and publicly read thirty (30) minutes after the response deadline via zoom.

Join Zoom Meeting
<https://zoom.us/j/95196807248?pwd=M2gySE5QT2UrcEs0TEVzWjBYMFIiUT09>

Meeting ID: 951 9680 7248
Passcode: 628780
One tap mobile
3126266799
6468769923

The Authority reserves the right to extend the opening date or time, provided no RFB responses have been previously opened. Late responses will NOT be considered and will be returned to the Respondent unopened.

2.7 Rejection of Responses / Cancellation of RFB

The Authority reserves the right to reject any or all responses to this RFB, including but not limited to, any response that contains exceptions to the minimum requirements and/or specifications or fails to meet the minimum requirements and/or specifications in whole or in part. Responses containing terms and conditions other than those specified herein may be considered nonresponsive. Partial or incomplete responses may be rejected. The Authority reserves the right to reject responses or penalize Respondents who do not follow the requirements of the RFB and, likewise, to waive any informalities, technicalities, or omissions therein. Responses having any erasures or corrections shall be initialed in ink by the Respondent. Unsigned responses will be considered nonresponsive.

The Authority also reserves the right to reject any response when a parent, subsidiary, affiliate, or predecessor in interest of the Respondent has pending litigation or claims with the Authority, or if any response includes a proposed subcontractor or supplier that has pending litigation or claims with the Authority, if the Authority determines, in its sole discretion, such litigation or claims may adversely affect the ability of the parties to work efficiently and effectively under any contract resulting from this RFB, or for any other reason as determined by the Authority. The Authority further reserves the right to cancel this RFB process at any time.

2.8 RFB to Bind Bidder

The response must contain the signature of a duly authorized officer of the Bidder with the legal right to bind the Bidder. All submitted responses shall be binding for a period of one hundred twenty (120) days from the response submission deadline. Further, the successful Bidder will be bound by the Bid prices and terms quoted pursuant to the Contract (Contract) between the successful Bidder and the Authority, in excess of one hundred twenty (120) days.

2.9 Response Modification or Withdrawal

Responses may be modified or withdrawn in writing prior to the deadline for RFB submission. After the submission deadline, no modifications will be accepted, and responses may only be withdrawn with the Authority's consent.

2.10 Response Costs

All costs incurred in preparing the response to this RFB, participating in this process and negotiating with the Authority, whether or not a contract is awarded, shall be solely the responsibility of the Respondent. All materials and documents submitted by Bidders in response to this RFB become the property of the Authority and shall not be returned to the Bidders.

2.11 Protest

Any protest must be filed in writing and received by the Authority within seven (7) calendar days of the date of the occurrence of the event that is the subject of the protest, *e.g.*, the opening of

responses, the award, or a determination that a respondent is not responsible or that a response is not responsive.

Any protest must be delivered to the Authority during the business hours of 7:00 AM – 3:30 PM Local Time in order to be deemed to be received by the Authority as required under this Section. A protest must be submitted in hard copy and addressed as follows:

Memphis-Shelby County Airport Authority
Attention: Director of Procurement
4150 Louis Carruthers Drive
Memphis, Tennessee 38118

Any protest sent by telegraphic or facsimile transmission or by email or other electronic means will not meet the filing requirements set forth herein and will not be deemed to be received by the Authority.

No objections with regard to the application, meaning, or interpretation of the specifications contained herein will be considered after the opening of the subject RFB.

3 IRAN DIVESTMENT ACT

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list [of persons engaging in investment activities in Iran] created pursuant to T.C.A. § 12-12-106.

4 TERMS AND CONDITIONS

The Authority intends to issue a Purchase Order to the lowest and most responsive bidder, if award is made. The Authority's Purchase Order Terms and Conditions are available at <https://www.flymemphis.com/opportunities> and made a condition of this RFB.

5 BUY LOCAL INITIATIVES

The Authority shall give a preference to businesses with their principal place of business in the County of Shelby, State of Tennessee in awarding contracts and making purchases whenever the application of such a preference is reasonable in light of the valuation points/dollar-value of the proposal/bid respectively that is received in relation to such valuation points/expenditures and pursuant to the terms and conditions that are outlined in the adopted policy as amended. If applicable, the Authority may also give a preference to businesses operating in the County of Shelby, State of Tennessee, or to businesses with their principal place of business in the Memphis, TN-MS-AR Metropolitan Statistical Area.

6 INSURANCE REQUIREMENTS

Prior to commencing work, the Company and its Subcontractor, if any (hereinafter collectively called Company) shall procure and continuously maintain, at its sole cost and expense, with insurers' financially acceptable and lawfully authorized to do business in Tennessee and any other states where work or operations are performed on behalf of the Authority, the insurance coverage required herein. The minimum limits for the insurance coverage required herein are listed below unless higher limits are required by law.

6.1 Minimum Scope and Limits of Insurance

All General Liability policies of insurance with respect to work to be performed under the Contract and submitted by the Company, whether it be separate policies or on a combined form, must be written on an occurrence basis. Acceptance by Authority of insurance submitted by the Company does not relieve or decrease in any manner the liability of the Company for performance of the work required under the Contract, nor alter Company's indemnification obligations under the Contract. The Company shall increase such minimum limits upon written request from the Authority. The Company is responsible for any losses, claims, and costs of any kind which the Company's insurance does not cover.

6.1.1 Commercial General Liability

Company's insurance coverage shall be on an occurrence coverage form, with coverage at least as broad as that provided under the current edition of the **Insurance Services Office Commercial General Liability Policy, CG 00 01**, and shall provide coverage for bodily injury, property damage, personal injury, advertising injury, premises and operations, products and completed operations. There shall be no limitations or exclusions beyond those contained in **CG 00 01 04 13** which apply to property damage, products and completed operations, or contractual liability.

Company shall maintain Commercial General Liability not less than:

\$1,000,000 bodily injury and property damage per occurrence
\$1,000,000 personal and advertising injury per occurrence
\$2,000,000 products and completed operations aggregate
\$2,000,000 general aggregate

The general aggregate limit shall apply separately to this project/location, and Company shall provide a copy of such endorsement to the Authority.

6.1.2 Automobile Liability

Company shall maintain coverage for liability with respect to the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of the Company. The coverage shall be at least as broad as the current edition of the **Insurance Services Office Business Automobile Policy, CA 00 01** and include Symbol 1 'any auto'. The coverage will be endorsed to include Garage Keepers Liability on a primary basis using the current edition of the **Insurance Services Office Garage Keepers Coverage endorsement CA 99 37**. If Company's

scope of services includes the transportation of hazardous materials to or from Airport premises, as determined by the Authority, Company shall also include pollution coverage by procuring and continuously maintaining current editions of standard endorsements **MCS-90** and **CA 99 48**, or their equivalents.

\$1,000,000 combined single limit
\$5,000,000 Garage Keepers Liability
\$5,000,000 if hazardous materials are to be transported

If Company's scope of services is mandated by State and/or Federal DOT regulations, Company will be in compliance with all applicable mandates at all times.

6.1.3 Workers' Compensation and Employer's Liability

Company shall maintain Workers' Compensation coverage in accordance with the statutory requirements and regulations of the State of Tennessee, and shall voluntarily provide workers' compensation coverage for proprietors, partners or others not statutorily required to maintain workers compensation insurance. Coverage shall endorse the Authority as an Alternate Employer and provide a copy of such endorsement to the Authority.

Company shall maintain Employer's Liability insurance of not less than:

\$1,000,000 for bodily injury by accident
\$1,000,000 for bodily injury by disease
\$1,000,000 policy aggregate

6.1.4 Umbrella Liability

Company shall maintain umbrella liability coverage on an occurrence coverage form, with coverage following form to the coverages provided by the current editions of the **Insurance Services Office Commercial General Liability Policy, CG 00 01 @**, the **Insurance Services Office Business Automobile Policy, CA 00 01** and **Insurance Service Office Workers' Compensation and Employers Liability Policy WC 00 00** in accordance with the statutory regulations of the State of Tennessee with coverage not less than

\$5,000,000 per occurrence
\$5,000,000 annual aggregate

6.1.5 Pollution (Environmental) Liability or Pollution Legal Liability Insurance

Coverage will respond to bodily injury or property damage liability and clean up associated with spills, discharges, emissions, transportation, storage, treatment or disposal of any substance that is or becomes a hazard to the environment and contaminates the air, soil, or ground waters.

Company shall maintain Pollution (Environmental) Liability in an amount not less than:

\$1,000,000 per incident

\$2,000,000 policy aggregate

6.2 Deductibles, Self-insured Retentions or Self-Insured Programs

Any deductibles, self-insured retentions or self-insured programs must be declared to and approved in advance by the Authority and shall be fully disclosed and identified within the Certificate of Insurance. At the option of the Authority, Company shall reduce the deductible or self-insured retention to a maximum of \$10,000 or eliminate such deductibles or self-insured retentions applicable to claims involving the Authority, its officials and employees, or the Company shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention amount.

The self-insured retention or deductible amount on the policy shall not reduce the amount of collectible limits of liability. Any policy of insurance that either specifies self-insurance or a self-insured retention or that is maintained by Company shall contain a provision to the effect that the insolvency or bankruptcy of the insured shall not relieve the insurance company of any obligation under the policy.

6.3 Other Insurance Provisions

The required insurance shall contain the following additional provisions:

6.3.1 Additional Insured

The Memphis-Shelby County Airport Authority, including the Authority's commissioners, officers, employees and agents, shall each be included as additional insured on Company's Commercial General Liability, Pollution Liability, Auto Liability, and Umbrella Liability policies with respect to claims or liabilities arising from, or connected with Company's work or operations. The additional insured endorsements shall be at least as broad as the current edition of the Insurance Services Offices forms **CG 20 10©** and **CG 20 37©**.

6.3.2 Primary Coverage

Company's required insurance coverage, including umbrella liability shall be primary insurance and any insurance or self-insurance maintained by the Authority shall be in excess of and non-contributory with Company's insurance.

6.3.3 Severability of Interest

Except with respect to the limits of insurance, Company's required insurance shall apply separately to each insured or additional insured.

6.3.4 Waiver of Subrogation

To the fullest extent permitted by law, Company agrees to waive all rights of subrogation against the Authority, including the Authority's commissioners,

officers, employees and agents and shall cause each of its subcontractors to waive their rights of subrogation against the Authority, including the Authority's commissioners, officers, employees and agents for all costs or expenses, losses, damages, claims, suits or demands, howsoever caused:

- a. To real or personal property, including but not limited to vehicles, equipment, and tools owned, leased, or used by the Company or the Company's employees, agents, or subcontractors; and
- b. To the extent such loss, damage, claims, suits, or demands are covered, or would have been covered, by the required or any other insurance, except professional liability to which this requirement does not apply, maintained by the Company.

This waiver shall apply to all first party property, equipment, vehicle, and workers compensation claims, unless prohibited under applicable state statutes, and all third-party liability claims. This waiver shall also apply to all deductibles, retentions, or self-insured layers applicable to the required or any other insurance, except professional liability to which this requirement does not apply, maintained by the Company. If necessary, the Company agrees to secure endorsements to the required insurance policies to permit waivers of subrogation in favor of the Authority as required hereunder. The Company further agrees to hold harmless and indemnify the Authority for any loss or expense incurred as a result of the Company's failure to obtain such waivers of subrogation from the Company's insurers.

6.3.5 Notice of Cancellation

Should the Company cancel, fail to renew or make changes to any insurance policy required herein, and/or receive advance written notice from the insurer prior to the cancellation, termination, revocation of or any adverse material change to any insurance coverage required hereunder, the Company shall immediately notify the Authority in writing of same. If any of the insurance is cancelled, the Company shall cease operations until such insurance can be provided.

6.3.6 Acceptability of Insurers

Insurance is to be placed with insurers authorized to do business in the State of Tennessee having an A- or better rating and a Financial Size Category of "Class VII" or higher according to the most current edition of Best's Key Rating Guide.

6.3.7 Verification of Coverage

The Company shall furnish the Authority with a certificate of insurance evidencing the required coverage prior to the commencement of work or operations. The Company agrees to submit an insurance certificate(s) such that the Authority has a certificate evidencing current required coverage at all times. The certificates are to be signed by a person authorized by the insurer(s) to bind coverage on Company's

behalf. **Copies of endorsements providing coverage for additional insureds, primary, non-contributory coverage, permitting waiver of subrogation, and earlier notice of cancellation shall also be provided to the Authority.** Renewal certificates shall also be provided to the Authority prior to the expiration of the required insurance policies.

If required by the Authority's legal counsel, the Company agrees to provide true and certified copies of the required insurance policies within fifteen (15) days of receipt of written request from the Authority. In the event renewal policies have not been issued by insurer(s), the Company agrees to provide complete copies of insurance binders issued to evidence coverage required by this Contract until such time as the actual policies are received from insurer(s).

Failure of the Authority to request such certificates or other evidence of Company's compliance with insurance requirements, or failure of the Authority to identify deficiencies from evidence that is provided, shall in no way limit or relieve Company of its obligations to maintain such insurance.

6.3.8 Subcontractors

The Company shall require their contractors and subcontractors to maintain same insurance coverage and minimum limits as is herein required of the Company, as well as provide proof of subcontractors' insurance coverage to the Authority.

6.3.9 Leased Employees

Use of leased employees by Company is expressly prohibited without the Authority's prior written permission. If permitted by the Authority, Company shall:

- a. Provide the Authority with a complete copy of agreement with employee leasing company.
- b. Require leasing company to provide workers' compensation and employers liability insurance with limits in amounts not less than required of Company.
- c. Require leasing company to provide standard Alternate Employer Endorsement **WC 0003** naming the Authority, Project Owner and Project Architect as alternate employers on leasing company's workers' compensation policy
- d. Require leasing company to provide standard Alternate Employer Endorsement WC 00 03 naming the Authority as alternate employer on leasing company's workers' compensation and employers liability policy.
- e. Provide the Authority with a copy of leasing company's certificate of insurance, with endorsements, evidencing the required coverage.

6.3.10 No Representation of Coverage Adequacy

In specifying minimum Company insurance requirements, the Authority does not represent that such insurance is adequate to protect Company for loss, damage or liability arising from its work. Company agrees that it is Company's responsibility to identify its own risks and protect itself accordingly and understands that the Authority accepts no liability for any such uninsured risks howsoever arising.

The insurance requirements set forth in minimum amounts shall not be construed to relieve Company for liability in excess of such coverage, nor shall it preclude the Authority from taking such other actions as is available to it under any other provision of the Contract. Any acceptance of certificates of insurance by the Authority shall in no way limit or relieve Company of its duties and responsibilities under the Contract, including the duty to indemnify and hold harmless the Authority.

7 SMALL BUSINESS PARTICIPATION PROGRAM (SBPP) REQUIREMENTS

7.1 Overview

The Authority operates a federal Disadvantaged Business Enterprise (DBE) Program and a non-federal Business Diversity Development Program (BDDP) along with a Small Business Participation Program Plan (SBPP) to ensure full and fair opportunities in Authority contracting. Only firms that are certified consistent with 49 CFR Part 26 and by the Authority or the Tennessee Department of Transportation Unified Certification Program will be considered to be certified as a Small Business Enterprise. The information contained in this section is not intended to, nor does it, supplement or amend any federal regulation. Company is responsible for compliance with all applicable federal and Authority rules and requirements.

7.2 DBE Liaison Officer

The DBE Liaison Officer is responsible for developing, implementing, and monitoring the DBE program which includes the SBPP on a day-to-day basis in coordination with other appropriate officials; carrying out technical assistance for a DBE; and, disseminating information on available business opportunities so that a DBE is provided an equitable opportunity to bid on Authority contracts. The DBE Liaison Officer reports directly to the President of the Authority. For questions or information related to the DBE program, contact Joe Claiborne, the Senior Manager of Business Diversity Development at (901) 922-0255.

7.3 SBPP Qualifications

The Authority certifies all of its DBE's and Small Business Enterprises (SBE) through internal processes. The Authority compiles a directory of firms who have met the Authority's selection criteria for eligibility as a DBE a SBE , including 49 CFR Part 26. You can review the directory of certified DBE firms for the Authority at our website www.flymemphis.com or obtain a copy of the directory by calling the Business Diversity Department at (901) 922-0255. The Tennessee Department of Transportation Unified Certification Program (TNUCP) is a cooperative of entities which are recipients of federal funds that have developed a "one-stop shop" for DBE certification

throughout the State of Tennessee, of which the Authority is a certifying member. In order to be considered a SBE:

- a. The business must meet the size standards in accordance with 13 CFR Part 121 for their industry.
- b. Business management and daily business operations must be controlled by one or more U.S. citizens.
- c. They must have a personal net worth (PNW) not exceeding \$1,320,000.

Any additional groups found to be socially and economically disadvantaged by the SBA under section 8(a) of the Small Business Act. Persons or entities who consider themselves a SBE but who are not certified by Authority as a SBE, or have not received affirmation from the Authority or the TNUCP that their certification from another entity is consistent with and acceptable to the Authority or the TNUCP will not be considered. Unless a firm meets the criteria above by the time the responses to this solicitation are due, its participation will not be considered as meeting the SBE criteria in the solicitation. Each business wishing to participate as a SBE or a DBE, for DBEs are considered having met the SBE criteria, must be certified by the time the responses are due.

7.4 Get Certified

If you are a small business owner, you are encouraged to complete the Small Business Participation Program application process. This will allow you to bid on Small Business Participation Program projects. Begin the application process by completing and submitting the SBE application. You will be contacted for any additional information needed. This process can take up to 90 days. As such, it is to your advantage to get certified well in advance of your desire to bid on goods and services.

Once the certification process is completed successfully, all vendors must renew their certification annually by completing the SBE renewal application.

7.5 Sanctions for Non-Compliance

In case of the Respondent's non-compliance with DBE and/or BDDP requirements as applicable, including, but not limited to, documentation, cooperation, and truthfulness, the Authority shall impose such Contract sanctions as it may determine to be appropriate. This may include but is not limited to:

- a. Withholding of payments to the Respondent under the Contract until the Respondent complies; and/or
- b. Cancellation, termination, or suspension of the Contract, in whole or in part; and/or
- c. Payment by the Respondent to the Authority of an amount equal to the difference in the DBE dollar value contracted for and the dollar value achieved in documented DBE participation or any lesser amount or penalty as deemed appropriate by the Authority, which dollar value shall be considered liquidated damages for failure to perform the

requirements of the Contract and for which Respondent and all of its subcontractors agree to be bound.

7.6 Prompt Payment / Retainage

The successful Respondent agrees to pay each subcontractor under this prime contract for invoices submitted or normal progress payments for work completed satisfactorily or supplies provided satisfactorily pursuant to its contract and no later than fifteen (15) days from the receipt of each payment it receives from the Authority.

There is no retainage or other sums allowed to be withheld from progress payments or any other payments, and any exceptions to this prompt pay/retainage provision must be requested in writing by the successful Respondent and approved in writing by an Authority Vice-President or higher, prior to the delay or withholding of any payments under this provision.

The successful Respondent will include the following paragraphs in all contracts and/or agreements related to the work under the Contract with subcontractors or suppliers and will require all its subcontractors and suppliers to include the following paragraphs in any contracts and/or agreements related to the work under the Contract with any other third parties and any other lower tier subcontractors or suppliers:

“It is understood and agreed by all involved parties that payment for work completed satisfactorily or supplies provided satisfactorily will be made to the appropriate party no later than fifteen (15) days from receipt of payment for that work or those supplies.

There is no retainage or other sums allowed to be withheld from progress payments or any other payments and any exceptions to this prompt pay/retainage provision must be requested in writing to the Authority and approved in writing by an Authority Vice-President or higher prior to the delay or withholding of any payments under this provision.”

7.7 49 CFR Part 26

The Respondent shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of Authority contracts. Respondent agrees to provide all its subcontractors and suppliers and to require all its subcontractors and suppliers on this project to provide a complete copy of the **Small Business Participation Program (SBPP) Requirements** of the Contract to all those who provide supplies or work related to the Contract and to require all those providing supplies or work to be bound by these requirements as it relates to their work related to the Contract.

8 BOND REQUIREMENTS

8.1 Surety

Any bond provided to the Authority in connection with the response to this RFB or any resulting agreement shall be executed by the Principal and Surety, and duly issued by an insurer or corporate surety which:

- a. Is authorized to conduct insurance business and provide surety bonds in the State of Tennessee; and
- b. Is otherwise in compliance with the provisions of the Tennessee Insurance Code; and
- c. Is authorized by the United States Department of Treasury pursuant to 31 U.S.C. § 9304-9308; and
- d. Has an A- or better rating and a Financial Size Category of “Class VII” or higher according to the most current edition of Best’s Key Rating Guide; and
- e. Notwithstanding the provisions of (d) above, an insurer or corporate surety that is not rated by Best’s Key Rating Guide may be accepted by the Authority following a review or investigation of the insurer's or corporate surety's financial and performance standing, including without limitation, its capital adequacy, assets, earnings, liquidity, and such other factors as the Authority may deem appropriate.

8.2 Proof of Surety

Any Proposal and/or Performance Bond submitted by Respondent must include an original or certified copy of the Power of Attorney authorizing the Attorney-in-Fact to execute the Proposal and/or Performance Bond on behalf of the Surety.

8.3 Proposal Bond

Each response must include an original **Proposal Bond** with a valid Power of Attorney, at no cost to the Authority, in the amount of **Five Thousand Dollars (\$5,000.00)**, payable to the Memphis-Shelby County Airport Authority. Failure of the successful Respondent to execute the Contract within thirty (30) days after receiving the Contract document and furnish acceptable surety bonds and proof of required insurance prior to the Contract execution shall be just cause for cancellation of the award and forfeiture of the Proposal Bond, not as a penalty, but as liquidation of damages to the Authority.

Certified or cashier’s checks will **NOT** be accepted in lieu of a proposal bond.

Proposal Bonds provided to the Authority in connection with the RFB shall be duly issued by an insurer or corporate surety on a bond form provided by the Authority in the Request for Bids Forms section below, or on a form substantially the same as the Authority’s form, and which obligates the surety for at least one hundred twenty (120) days following the date on which responses to this RFB are publicly opened; and that is authorized to conduct insurance business in the State of Tennessee.

Failure to furnish a Proposal Bond with valid Power of Attorney, as specified, will result in rejection of Proposal for non-compliance.

8.4 Performance Bond

The successful Respondent will be required to furnish a **Performance Bond** at the time of Contract execution and prior to the start date of the Contract, in an amount **equal to contract price**, to guarantee the principal's performance of the Contract. The Performance Bond shall be made payable to the Memphis-Shelby County Airport Authority and shall remain in force for the duration of the Contract.

8.5 Contractor's Responsibility

The successful Respondent is solely responsible for providing surety bonds in connection with this RFB and its resulting contract. Subcontractors are not required to provide any type of surety bond to the Authority in connection with this RFB and or its resulting contract.

9 SCOPE OF SERVICES

Tear off and replace approximately 30,000 sq. ft. of existing roofing material to include 60 mil TPO roofing cover and board, repair metal ridge trim at metal barrel roof. Repair areas damaged by moisture, seal all pipe penetrations, repair, and/or replace, plumbing drains, as needed. Contractor must have three (3) years of verifiable commercial roofing experience in comparable projects.

For Reference Drawings – See Attachment A – [click here](#)

10 RESPONSE STRUCTURE

It is not the intent of the Authority to restrict response preparation; however, to enable the Authority to evaluate each response in a uniform manner, all Bidders shall structure their response by submitting the response using the forms provided in Section 13 below and submitting data as requested in the following sections:

10.1 Bidder Envelope Form

Bidders must submit the Bidder Envelope Form provided in Section 13 below.

10.2 Exceptions

Bidder must state in detail, on the Exception to Specifications form provided in Section 13.2 below and referencing the specified item, any proposed equivalent item including Manufacturer, Item Number and brief description.

10.3 Price Schedule

Using the Price Schedule form provided in Section 13.3 below, Bidder must furnish a bid price for the specified item(s). In the event of a discrepancy between a unit price bid and an extended total in the bid proposal, the extended price shall govern.

Respondents shall also include a USB drive with a complete digital copy of their response.

11 AWARD

11.1 Authority's Right to No Award or Partial Award

Award will be made to the Bidder(s) with the lowest and most responsive Bid, if awarded. The Authority reserves the right to reject all responses, reject portions of any response, or accept the response(s) deemed most advantageous to the Authority.

11.2 Anticipated Contract Date

The Authority anticipates the commencement date of the Contract to be Sept. 1, 2021.

12 PAYMENT TERMS

12.1 Payment and Billing Requirements

12.1.1 Invoice Submittal

Invoices for payments related to Equipment received under the Contract shall be presented as described below. Payment will be made only for correct invoices presented with a complete itemization of the charges related to the Equipment delivered. Incorrect invoices will be returned for correction, unpaid. All invoices must include the contract number and/or the purchase order number. The successful Bidder must email the invoice to the email address below:

Finance Department – acctpayable@flymemphis.com

12.1.2 Payment Terms

Authority shall use its best efforts to pay invoices within thirty (30) days from the receipt of a correct invoice.

12.1.3 Taxes

The Authority is exempt from local, State, and Federal taxes. Tax certificates will be issued to the successful Bidder upon request.



13 BID ENVELOPE FORM

BID ENVELOPE
AUTHORITY BID NO. 21-0014

NAME OF BID: 3150 Tchulahoma Roof Replacement

BIDS DUE: August 2, 2021

TIME: 2:00 PM (CDT)

MEMPHIS SHELBY COUNTY AIRPORT AUTHORITY (MSCAA)
PROCUREMENT DEPARTMENT
MEMPHIS INTERNATIONAL AIRPORT
4150 Louis Carruthers Road
Memphis, TN 38118 (901) 922-8000

BIDDER IDENTIFICATION:

Bidder

Address

TENNESSEE CONTRACTOR LICENSE INFORMATION:

License Number

License Classification Applicable to Project

License Expiration Date

Dollar Limit

SUBCONTRACTORS (OR PRIME CONTRACTORS) TO BE USED ON THIS PROJECT IN THE BELOW LISTED CAPACITIES:

Note: Where applicable, one contractor/subcontractor performing electrical, plumbing, heating, ventilation, air conditioning, and masonry work must have its license number, applicable classification, expiration date and dollar limit on the BID ENVELOPE containing the BID PROPOSAL. Prime contractors who are to perform the electrical, plumbing, heating, ventilation, air conditioning or masonry work MUST list themselves as "Self-Perform" in the Sub-contractor list below.

Table with 6 columns: Sub-contractor List, License No., Applicable Classification, Expiration Date, Dollar Limit. Rows include Electrical, Plumbing, Heating, Ventilation, Air Conditioning, and Masonry.

BID ENVELOPE

COMPLETE THIS FORM AND ATTACH IT TO THE OUTSIDE OF THE BID ENVELOPE. PLEASE REVIEW INSTRUCTIONS TO BIDDERS FOR BID PACKAGE DELIVERY AND FOR OTHER INFORMATION AND CONDITIONS. MSCAA RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO REJECT AND DISQUALIFY YOUR BID IF YOU, YOUR PARENT, SUBSIDIARY, AFFILIATE, OR PREDECESSOR IN INTEREST OR ANY OF YOUR SUBCONTRACTORS, SUPPLIERS, AND/OR THEIR PARENTS, SUBSIDIARIES, AFFILIATES OR PREDECESSORS IN INTEREST HAVE PENDING LITIGATION OR CLAIMS WITH THE MSCAA.



13.1 Proposal Bond

PROPOSAL BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we the undersigned,

_____ as Principal and
(Insert full legal name and address or Respondent/Offeror)

_____ as Surety,
(Insert full name and address or legal title of Surety)

Licensed under the laws of the State of Tennessee to act on surety bonds for principals, are hereby held and firmly bound unto

Memphis-Shelby County Airport Authority
2491 Winchester Road, Suite 113
Memphis, Tennessee 38116-3856

in the sum of \$5,000.00, for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a proposal to Memphis-Shelby County Airport Authority for 3150 Tchulahoma Roof Replacement, Proposal Number 21-0014, and more fully described in said Request for Qualifications and made a part hereof and incorporated herein by reference; and

WHEREAS, it is one of the conditions of the Request for Bids that this Bond be executed prior to the award of the Contract;

NOW, THEREFORE, if the Proposal shall be accepted and the Principal shall enter into a Contract in accordance with the terms of such Proposal, and furnish such bonds and proof of insurance as required in the Proposal or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the performance thereof and in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bond, then this obligation shall be void, otherwise the same shall remain in full force and effect. The Principal or the Surety shall not be liable for any amount in excess of the sum stated in this Bond, and the obligation shall be in no way impaired or affected by any extension of time within which the Proposal may be accepted; and said Surety does hereby waive notice of any such extension.

Signed and sealed this _____ day of _____, 20_____.

PRINCIPAL

SURETY

Respondents Name

_____(Surety)

By: _____
Signature of Principal

By: _____
Signature of Attorney-in-Fact

Printed Name

Printed Name

13.2 Exception to Specifications (Required)

Must be returned with response

Exceptions must be stated on this form in addition to providing reference literature and other relevant data.

The undersigned Bidder hereby certifies that its response is fully compliant with the specifications except for the following:

RFB Specification	Detailed Exception

(Use additional pages if needed)

Except as noted above, the undersigned certifies full compliance with the specification stated in the RFB. It is understood and agreed that in the event the items delivered upon award are not compliant, the Bidder will be required to take whatever steps necessary to ensure full compliance at no additional cost to the Authority.

Signature of Authorized Representative

13.3 Pricing Schedule (Required)

The Company shall provide 3150 Tchulahoma Roof Replacement in accordance with the Scope included in Section 9 for the prices shown in the tables below.

UNIT PRICE SCHEDULE – BASE BID

ITEM NO.	DESCRIPTION	UNIT	EST. QUANT.	UNIT PRICE	TOTAL EST. PRICE
1	ROOF REPLACEMENT AREA	LS	1	N/A	\$ _____
2	INSTALL NEW WALKWAY ROLL PADDING	LS	1	N/A	\$ _____
3	METAL COPING	LF	500	\$ _____	\$ _____
4	METAL GUTTERS & DOWNSPOUTS	LS	1	N/A	\$ _____
5	CLEAN PREP & REPAINT ROOF HATCH AND ANY EXPOSED FERROUS METALS (RAIL, GAS LINES, ETC.)	LS	1	N/A	\$ _____
6	RIGID INSULATION REPLACEMENT*	SF	500	\$ _____	\$ _____
7	OVERLAY WITH NEW LIKE METAL DECKING*	SF	500	\$ _____	\$ _____
8	STEEL DECKING REPAIR -WIRE BRUSH, RUST INHIBITING PAINT *	SF	500	\$ _____	\$ _____
9	REMOVE AND REPLACE DECKING*	SF	500	\$ _____	\$ _____
	SUM TOTAL OF ITEMS 1-9	-	-	-	\$ _____

*See Base Bid Scope Note 4 and 13 on Roof Plan Drawing. Estimated quantities have been established for items 6-9 for contingency purposes. Final amounts will be based on actual quantities required/installed.

BASE BID TOTAL (TOTAL OF LINE ITEMS 1-10):

_____ (use words) _____

(\$ _____)

F.O.B.: Delivered, 4150 Louis Carruthers Drive, Memphis, TN 38118

Proposed Delivery Date: _____

By signing this RFB response and participating in this process, the undersigned warrants that he/she has read, understands and agrees to the terms and conditions contained in this RFB document and has full authority to submit the written and verbal responses on behalf of the entity for whom they are acting herein and that the information submitted to the Authority in Bidder's response is true, accurate and complete to the fullest extent possible and to the best of his/her knowledge and abilities.



Memphis-Shelby County Airport Authority

Memphis, Tennessee

Bidder: _____ Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax: _____ Email: _____

Signature: _____ Title: _____

Printed Name: _____ Date: _____

13.4 Information on All Firms Providing Responses (Required)

Information on All Firms that Provided Bids or Quotes

This requirement applies to all firms, regardless of whether they are subs or primes, regardless of the gender or race of their owners, and regardless of whether they are ultimately chosen to participate in the contract. Please list below the name, address, phone number and contact person for every firm that provided you a bid or a quote on this RFB – even if you ultimately decided not to use the firm in preparing your final response. The first line should be used for the **Respondent** of this RFB. All sections must be completed to the best of your ability.

Authority RFB No.: 21-0014 - 3150 TCHULAHOMA ROOF REPLACEMENT

Name of Firm	Full Address of Firm	Point of Contact	Phone No.	DMWBE? Y/N	Firm Age Years	AGRR*

*Footnote: Please enter the letter for the category that best identifies your annual gross revenue.
 AGRR =Annual Gross Revenue Ranges: **A** = Less than \$500,000 **B** = \$500,000 - \$1 Million **C** = \$1 - \$2 Million **D** = \$2 - \$5 Million
E = Over \$5 Million

13.5 Voluntary Disclosure of Respondent Data (Voluntary)

Do **not** submit this form on company letterhead

<u>VOLUNTARY DISCLOSURE OF RESPONDENT DATA</u>		
For Title VI Compliance, the Authority asks for <u>voluntary disclosure</u> of the following information:		
Gender:	Male	_____
	Female	_____
Race:	Caucasian	_____
	Black American	_____
	Hispanic American	_____
	Native American	_____
	Subcontinent Asian American	_____
	Asian-Pacific American	_____
	Other (please specify)	_____