

REQUEST

FOR

PROPOSALS

GROUND MAINTENANCE

RFP NUMBER 23-0006

DUE DATE:

MAY 1, 2023

TRANSMITTAL LETTER

March 21, 2023

Dear Respondent,

The Memphis-Shelby County Airport Authority (Authority) is seeking a qualified Respondent to provide a Ground Maintenance for the Authority. This Request for Proposals (RFP) is under the direction of the Maintenance Department.

The Procurement Department is responsible for coordinating all communications between the Authority and Respondents. The RFP limits the manner, method, and type of communications that the Authority and Respondents may have once an RFP process is initiated to ensure that the process is fair and impartial. Please review the RFP 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 RFP submission deadline.

The Authority reserves the right to reject any or all responses to this RFP 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 RFP, 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 RFP, the RFP 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 (MEM), 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, making MEM the world's 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 2.07 million passengers were enplaned at the Airport in the Fiscal Year ending June 30, 2022, an increase of approximately 65.5% compared to FY 2021.

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 PROPOSALS TIMELINE, COMMUNICATIONS AND PROCESS

2.1 RFP Timeline

While this timeline sets forth important dates for this Request for Proposals (RFP) process, the entire RFP 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).

March 21, 2023	Publication of Legal Notice
March 21, 2023	Release of RFP Documents
April 6, 2023	Mandatory Pre-Proposal Meeting and Site Visit 1:00 p.m.
April 12, 2023	Questions Due from Respondents by 4:30 p.m.
April 19, 2023	Questions and Answers posted on Authority website by 4:30 p.m.
May 1, 2023	Response Due to Authority by 2:00 p.m.
May 24, 2023	Oral Interviews with Selected Respondents (if required)
June 15, 2023	Anticipated Board Approval of the Award of Contract
August 1, 2023	Anticipated Contract Commencement Date

2.2 Communication with the Authority during this RFP

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 the Procurement Department via email at Bids@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 RFP 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 RFP. This restriction on communication will govern until the RFP 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 RFP submission deadline.

2.4 Mandatory Pre-Proposal Meeting and Site Visit

A mandatory pre-proposal conference will be held April 6, 2023, at 1:00 p.m. at the Authority's Board Room on the Mezzanine Level, Terminal B of the Memphis International Airport, 2491 Winchester Road, Memphis, TN 38116. Only those attending will be allowed to submit responses to this RFP. All attendees must register at www.eventbrite.com

2.5 Questions Regarding RFP

Questions regarding this RFP must be submitted in written form via email to Nathan Luce at Bids@flymemphis.com. Questions will be accepted until 4:30 PM, April 12, 2023. Answers will be provided by 4:30 p.m., April 19, 2023. Answers will only be posted on the website, www.flymemphis.com.

2.6 RFP and Response Submissions

A copy of this RFP will be distributed to prospective Respondents. This RFP also will be available on the Authority's website, www.flymemphis.com.

Respondents shall prepare responses in compliance with all the instructions outlined in this RFP, 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 "Ground Maintenance" and "RFP Number 23-0006" 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 RFP.

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 May 1, 2023:**

Procurement Department
Memphis-Shelby County Airport Authority
4150 Louis Carruthers Drive
Memphis, Tennessee 38118
Attn: Request For Proposals, Ground Maintenance,
RFP Number 23-0006

A listing of all proposers responding to Requests for Proposals and Requests for Qualifications will be posted to the Authority's website one (1) hour after the response deadline. Responses to Requests for Proposals and Requests for Qualifications will not be publicly opened.

The Authority reserves the right to extend the opening date or time provided no RFP 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 RFP*

The Authority reserves the right to reject any or all responses to this RFP, 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 RFP 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 RFP, or for any other reason as determined by the Authority. The Authority further reserves the right to cancel this RFP process at any time.

2.8 RFP to Bind Respondent

The response must contain the signature of a duly authorized officer of the Respondent with the legal right to bind the Respondent. All submitted responses shall be binding for a period of one hundred twenty (120) days from the response submission deadline.

2.9 Sole Responsibility

The successful Respondent, if any, shall assume responsibility for meeting all requirements agreed to in the response to this RFP.

2.10 Sole Contact

The Authority will consider the selected Respondent to be the sole point of contact with regard to contractual matters and the payment of any and all charges resulting from Contract obligations. Upon Contract award, the selected Respondent will be directly responsible for all of its subcontractors, if any, and the selected Respondent shall designate a project manager who will serve as the point of contact for the Authority for billing, additions, deletions, or any other requests or inquiries.

2.11 Response Modification or Withdrawal

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

2.12 Response Costs

All costs incurred in preparing the response to this RFP, 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 Respondents in response to this RFP become the property of the Authority and shall not be returned to the Respondents.

2.13 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 RFP.

3 RESPONDENT ASSURANCES

By submitting the RFP response and participating in this process, the Respondent asserts that he/she has read, understands and agrees to the terms and conditions contained in this RFP document and has full authority to submit the written and verbal responses on behalf of the entity for whom they are acting and that the information submitted to the Authority in the response is true, accurate and complete to the fullest extent possible and to the best of his/her knowledge and abilities. The Respondent further certifies:

3.1 No Hidden Parties

Response is genuine and that no other person, firm, or corporation than the one herein named has any interest herein or in the Contract proposed to be taken; that it is made without any connection with any person, firm, or corporation making a response for the same work; and that it is in all respects fair as to each item proposed and to the response as a whole;

3.2 No Collusion in Any Form

Respondent has not sought by collusion or fraud to obtain any advantage over any other Respondent or over the Authority;

3.3 No Inducement to Submit False Proposals

Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham proposal;

3.4 No Inducement to Refrain from Response

Respondent has not induced or solicited any other person, firm, or corporation to refrain from submitting a proposal;

3.5 No Financial Interest

No Authority employee or member of the Board of Commissioners, Memphis City Council, or Shelby County Commission is directly or indirectly interested herein, or in the furnishing of the service or doing the work to which it relates; or in any portion thereof. Respondent asserts that no Authority employee or member of the Board of Commissioners, Memphis City Council, or Shelby County Commission shall receive or has received any financial benefit arising out of this

RFP or its Contract, if awarded, either directly or indirectly. Further, any fees paid to any person or entity by Respondent for assistance in obtaining the Contract with the Authority must be fully disclosed to the Authority in writing.

3.6 No Contact

Respondent has not had any communications, either verbally or in writing, directly or indirectly, subsequent to the date of issuance of the RFP by 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. Respondent understands and agrees any communication except as provided in Section 2.2 of the RFP is strictly prohibited and may be cause for disqualification of the prospective Respondent.

3.7 Addenda

Respondent has reviewed and agrees to any and all Addenda, if applicable, posted by the Authority on its website, www.flymemphis.com, in regard to this RFP. The information contained in all Addenda that may be issued shall become a part of this RFP and, to the extent specified, shall amend and supersede the similar information in the original RFP document. All other terms, provisions, and conditions of the RFP shall remain unchanged.

4 STATE OF TENNESSEE PURCHASING PROVISIONS

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

No Boycott of Israel. Pursuant to Tennessee Public Chapter No. 775, approved April 8, 2022, by submission of a response, each respondent certifies that their company is not currently engaged in and will not for the duration of services herein engage in, a boycott of Israel.

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 of the proposal 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 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

6.1 Overview

The Authority operates a federal Disadvantaged Business Enterprise (DBE) Program and a non-federal Business Diversity Development Program (BDDP) to ensure full and fair opportunities in Authority contracting for businesses owned by socially and economically disadvantaged individuals. The Authority administers both programs according to the regulations that apply to the federal program, primarily 49 CFR Part 26. Because the BDDP program applies to contracts involving non-federal funds, not every aspect of 49 CFR Part 26 is relevant to the BDDP program. In most areas, 49 CFR Part 26 will guide our operation of the BDDP including, but not necessarily limited to, rules dealing with certification and counting participation. Only firms that are certified consistent with 49 CFR Part 26 and by the Authority or the Tennessee Department of Transportation Unified Certification Program, as identified below, will be considered to be certified as a Disadvantaged Business Enterprise.

This section, entitled “Disadvantaged Business Enterprise Requirements” is provided in an effort to assist Respondents. The information contained in this section is not intended to, nor does it, supplement or amend any federal regulation. All Respondents are responsible for compliance with all applicable federal and Authority rules and requirements.

It is a requirement that all Respondents providing services for the Authority take all reasonable steps to ensure that DBEs have a full and fair opportunity to compete for and perform contract work without discrimination on the basis of age, race, sex, color, national origin, creed, religion, sexual orientation or disability. In order to satisfy this requirement, Respondents will be expected to timely submit documentation as identified below and throughout the contract period if selected and cooperate with the Authority. Failure to timely submit requested documentation, cooperate with the Authority or answer inquiries truthfully will be considered a material contract breach and may result in termination.

6.2 Disadvantaged Business Enterprise (DBE) Required Forms

The following documents must be submitted with your response to this solicitation:

6.2.1 DBE Assurance Statement/Letter of Intent

The Respondent must submit an Assurance Statement for each DBE whose participation the Respondent is counting toward the goal. This may include first, second, third and so on tier subcontractors, and the Respondent and all subcontractors between the Respondent and the DBE should sign the Assurance Statement. The Respondent must submit the form provided in Section 16.1 below on Company Letterhead.

For each Assurance Statement, the Respondent must also provide the written quote or proposal from the DBE or other communication from the DBE upon which the scope of work and dollar value contained in your Assurance Statement is based (“quote/proposal”).

For all RFP's using federal monies, the Assurance Statement(s) must still be submitted and list the DBEs to be used and their scope of work, but no dollar amount(s) is entered. Dollar amounts(s) will be submitted by the successful Respondent upon completion of the selection process.

All portions of the Assurance Statement must be completed (including the description of work, the estimated contract amount, and the estimated dollar value of DBE participation for counting and goal purposes) before the Assurance Statement is signed by either the DBE or the Respondent. If the DBE's, and if applicable the 2nd/3rd Tier Subcontractor's, signature(s) can be obtained on the completed Assurance Statement before the bid submission deadline, the Respondent should submit the fully-completed and fully-signed Assurance Statement. If the Respondent submits an Assurance Statement that is completed except for the DBE's, and if applicable, the 2nd/3rd Tier Subcontractor's signature(s) and a quote/proposal from the DBE as described above, the Respondent will be given 24 hours from the bid submission deadline to submit the completed Assurance Statement signed by the DBE and, if applicable, the 2nd/3rd Tier Subcontractor. Each Assurance Statement submitted during this 24-hour window must conform to the previously submitted Assurance Statement except for DBE signature. These signed Assurance Statements must be submitted pursuant to the same location and time restrictions that applied to the solicitation response and late signed Assurance Statements will only be accepted for good cause as determined solely by the Authority.

The Authority reserves the right to ask questions of the Respondent, investigate and require additional information as it determines necessary in its sole discretion to ensure that the regulations and the Authority's rules are followed as it relates to DBE participation.

6.2.2 Respondent DBE Goals Accomplishment Statement

The form provided in Section 16.2 must be submitted on Respondent's company letterhead. Please state on this form the corresponding package.

6.2.3 Information on All Firms Providing Responses

The form provided in Section 16.3 must be completed by respondent.

6.3 *Disadvantaged Business Enterprise (DBE) Voluntary Form*

We ask, but do not require, that each Respondent submit the following information with the response to this solicitation:

6.3.1 Voluntary Disclosure of Respondent Data

If submitted, the form provided in Section 16.4 must be completed by respondent.

6.4 Definition of Socially and Economically Disadvantaged

The rules that govern eligibility and certification of DBE are found generally at 49 CFR Part 26.5 and 26.61 through 26.73. These rules define a DBE as a for-profit, small business concern which is at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals. In the case of any publicly owned business, at least fifty-one percent (51%) of the stock must be owned by one or more socially and economically disadvantaged individuals. In addition, the personal net worth of the socially and economically disadvantaged owners of the small business concern must not exceed one million three hundred twenty thousand dollars (\$1,320,000).

As defined by 49 CFR, Part 26.5, a socially and economically disadvantaged individual is any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

- (1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
- (2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - a. **Black Americans** which includes persons having origins in any of the Black racial groups of Africa;
 - b. **Hispanic Americans** which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - c. **Native Americans** which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - d. **Asian-Pacific Americans** which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U. S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - e. **Subcontinent Asian Americans** which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - f. **Women;**
 - g. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

6.5 DBE Liaison Officer

The DBE Liaison Officer is responsible for developing, implementing, and monitoring the DBE program 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.

6.6 **DBE Certification**

The Authority certifies all of its DBE's through internal processes. The Authority compiles a directory of firms who have met the Authority's selection criteria for eligibility as a DBE, including 49 CFR Part 26. You can review the directory of certified 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 certification throughout the State of Tennessee, of which the Authority is a certifying member. In order to be considered as meeting the DBE goal for this Contract, each business wishing to participate as a DBE or a joint venture DBE, must either be:

- a. **Certified by the Authority or the TNUCP** in accordance with 49 CFR Part 26, or;
- b. **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.

Persons or entities who consider themselves a DBE but who are not certified by Authority or the TNUCP as a DBE, 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 DBE goal in the solicitation. Each business wishing to participate as a DBE or a joint venture DBE must be certified by the time the responses are due.

6.7 **Identification of Contract Goal and Requirements**

For this Contract, the DBE goal is established as:

Package A: 22%
Package B: 22%
Package C: 0%

In order to be responsive, a Respondent must either meet the goal or make good faith efforts to do so. Good faith efforts are defined in Appendix A to 49 CFR Part 26 and discussed in the following section.

If a Respondent's DBE Assurance Statement proposes a DBE percentage less than the established goal, the Respondent must, at the time of making the response, submit appropriate documentation justifying its submitted DBE percentage. The Authority reserves the right to request additional documentation or information from Respondent regarding its DBE Assurance

Statement and; if applicable, any good faith efforts documentation. If the Authority enters into a contract based on the Respondent's DBE Goals Accomplishment Statement and documentation, the DBE percentage accepted by the Authority will become a contractual requirement. If the Respondent's DBE Assurance Statement proposes to attain a DBE percentage higher than the established goal, the established goal will remain the contractual requirement.

Respondents shall not contract with, demand, require or coerce a DBE into any agreement or into the signing of any Assurance Statement or any other document which prohibits the DBE from providing subcontracting quotations or doing business with other Respondents. The DBE shall be free to provide their services to any number of Respondents. To ensure that all obligations under sub-contracts awarded to a DBE are met, the Authority will review the agreement between the Respondent and DBE, and Respondent's DBE involvement efforts during the performance of the Contract. The Respondent shall bring to the attention of the Authority any situation in which regularly scheduled progress payments are not made to a DBE. If, in the opinion of the Authority, the Respondent has made significant deviations from the DBE program commitments, it shall be considered a breach of contract.

6.8 Good Faith Efforts Statement and Requirements

In order to be responsive, Respondents must either meet the DBE goal or make good faith efforts to meet the goal. Respondents who do not meet the goal must establish adequate good faith efforts by submitting documentation along with the Respondent DBE Goals Accomplishment Statement. This statement should show that they took all necessary and reasonable steps to achieve the DBE goal, which could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful. The Respondent's DBE Goals Accomplishment Statement and supporting documents should conform to the good faith requirements outlined in Appendix A of 49 CFR Part 26.

The following is a list of types of actions that may be part of a Respondent's efforts to obtain DBE participation and may be included in the Respondent DBE Goals Accomplishment Statement and documentation. This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

- a. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified as a DBE who have the capability to perform the work of the Contract. The Respondent must solicit this interest within sufficient time to allow the DBE to respond to the solicitation and take appropriate steps to follow-up initial solicitations to determine interest.
- b. Selecting portions of the work to be performed by a DBE in order to increase the likelihood that the goals of the DBE will be achieved.
- c. Providing any interested DBE with adequate information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.
- d. Negotiating in good faith with any interested DBE. It is the Respondent's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select

those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation.

- e. Not rejecting any DBE as being unqualified without sound reasons based on a thorough investigation of their capabilities.
- f. Making efforts to assist any interested DBE in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- g. Making efforts to assist any interested DBE in obtaining necessary equipment, supplies, materials, or related assistance or services.
- h. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of any DBE.
- i. Making efforts to identify and assist eligible firms, which are not yet certified by the Authority or the TNUCP as a DBE, to obtain certification. These types of efforts will have special weight where it appears that the relevant firms will be certified in time for the execution of the Contract.

If a Respondent has not met the DBE goal and submits Respondent DBE Goals Accomplishment Statement and documentation, the Respondent should summarize in detail all good faith efforts taken by the Respondent, including, but not limited to, the activities listed above in A through I, and supporting documentation. While the Respondent should submit documentation to support its good faith efforts at the time of the Response submission, the Authority may ask questions of Respondent or request additional documentation after review of Respondent's DBE Goals Accomplishment Statement and any documentation. In submitting the information required under this section, Respondent understands and agrees that the determination of whether Respondent has met the DBE goal or established good faith efforts to meet the goal is a judgment call that the Authority will make.

6.9 Counting DBE Participation

DBE participation shall be counted toward meeting the DBE goal as outlined in 49 CFR Part 26, especially 26.55. When the Respondent completes an Assurance Statement, the Respondent must include not only the total value of the work to be performed and/or the materials to be supplied by the DBE but also the total amount of DBE participation that should be counted toward meeting the goal. For example, if a DBE is a regular dealer or supplier of pipe but does not install the pipe, then the Respondent can generally count the dollar value spent on the pipe at 60%. This would mean that if the DBE was supplying \$100,000 of pipe then the contract amount would be \$100,000 but the total amount of DBE participation would be \$60,000 for counting and meeting the goal purposes. If you have any questions about counting, we strongly urge you to consult 49 CFR Part 26. The following may be helpful to you in counting DBE participation and in determining which sections of Part 26.55 you need to review in more detail:

- a. When a DBE participates in a contract or subcontract, the provider will count only the value of the work actually performed by the DBE toward the DBE goals. In a construction contract (and other similar contracts), this will include the work performed by the DBE's

own forces and supplies purchased or equipment leased by the DBE as described below, especially (d) (but not supplies or equipment the DBE subcontractor purchases from the prime contractor or its affiliate.) The Respondent will count the entire amount of fees or commissions charged by a DBE for providing a bona fide service toward goals provided that we determine the fees to be reasonable and not excessive. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subcontractor is itself a DBE.

- b. When a DBE performs as a participant in a joint venture, the Respondent will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.
- c. The Respondent will count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract or subcontract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a DBE is performing a commercially useful function, the Respondent will evaluate industry practices, the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with work it is actually performing, and the DBE credit claimed for its performance of the work, and other relevant factors. The Respondent will determine questions of commercially useful function with regard to trucking companies under 49 CFR Part 26.55 (d).
- d. The Respondent will count expenditures with the DBE for materials or supplies toward DBE goal in the manner described in 49 CFR Part 26.55 (e). Please review Part 26.55(e) carefully. It is important to note that the rule counts expenditures differently based upon whether the DBE is a manufacturer as defined by the rule (normally counted at 100% percent of the cost), a regular dealer as defined by the rule (normally counted at 60% of the cost) or neither of the two (normally counted at the entire amount of fees or commissions, or fees or transportation charges, provided they are reasonable). It is important to note that materials and supplies provided by a DBE that is not a regular dealer in those materials and supplies do not count toward meeting the goal. For example, if the DBE is a regular dealer of piping, the DBE cannot purchase office equipment and then supply that office equipment to the prime and count any portion of the cost of the office equipment toward meeting the goal. Such conduct for DBE counting purposes is prohibited by the rules and is considered to be an impermissible and illegal pass-through.
- e. If a firm is not currently certified as a DBE, in accordance with the standards of subpart D of this part, at the time of the execution of the contract, the Respondent will not count the Firm's participation toward any DBE goals, except as provided for in 49 CFR Part 26.87(i).
- f. The Respondent will not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward any goals except as provided in 49 CFR Part 26.87(j).

- g. The Respondent will not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

6.10 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.

6.11 Contract Assurance (49 CFR Part 26.13)

The successful Respondent, any successful subrecipient or successful subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this prime contract. The successful Respondent shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the successful Respondent to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- a. Withholding monthly progress payments;
- b. Assessing sanctions;
- c. Liquidated damages; and/or
- d. Disqualifying the Contractor from future bidding as non-responsible.

6.12 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.”

6.13 Termination of DBE Subcontracts

The successful Respondent must not terminate a DBE subcontractor listed in response to this solicitation (or an approved substitute DBE firm) without prior written consent of Authority. This includes, but is not limited to, instances in which the successful Respondent seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The successful Respondent shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Authority. Unless consent is provided by the Authority, the successful Respondent shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Authority may provide such written consent only if the Authority agrees, for reasons stated in the concurrence document, that the successful Respondent has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Authority its request to terminate and/or substitute a DBE subcontractor, the successful Respondent must give notice in writing to the DBE subcontractor, with a copy to the Authority, of its intent to request to terminate and/or substitute, and the reason for the request.

The successful Respondent must give the DBE five days to respond to the notice. In the response, the DBE must advise the Authority and the successful Respondent of the reasons, if any, why it objects to the proposed termination of its subcontract and why Owner should not approve the successful Respondent's action. If required in a particular case as a matter of public necessity (e.g., safety), Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

6.14 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 **Disadvantaged Business Enterprise (DBE) 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.

7 TITLE VI SOLICITATION NOTICE

The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunities to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

8 INSURANCE REQUIREMENTS

The successful Respondent shall submit evidence of required insurance on an original ACORD certificate or comparable insurance certificate form(s) acceptable to the Authority, with required endorsements attached, the earlier of: fifteen (15) working days following award notification or prior to the scheduled commencement of work. Failure to submit the required document(s) may result in rescinding the award. The Contract may thereafter be awarded to the next qualified Respondent. A certificate of insurance is not required at the time of the response; however, an approved insurance certificate and amendatory endorsements are required to be on file prior to the start of the work. In addition, a copy of the policy or policies shall be provided by the successful Respondent upon request.

The insurance requirements are established in Section 18 of the Sample Contract, which is set forth in Section 17 below.

9 BOND REQUIREMENTS

9.1 Surety

Any bond provided to the Authority in connection with the response to this RFP 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.

9.2 ***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.

9.3 ***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 RFP shall be duly issued by an insurer or corporate surety on a bond form provided by the Authority in Section 15.2, 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 RFP 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.

9.4 ***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.

9.5 Contractor's Responsibility

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

10 SECURITY AND ACCESS

10.1 General Requirements

The successful Respondent shall comply with all Airport Security requirements concerning access to restricted areas of the buildings or airfield. Access to certain areas of the buildings may be restricted to off-peak working or operational hours or other reasons, and the Respondent will conduct their work accordingly. If the Authority determines that any employee(s) of the successful Respondent should not work on the Authority's property or on the Contract, the successful Respondent will immediately comply with the Authority's request to remove employee(s).

10.2 Security Checkpoint Procedures

Security Checkpoints are located throughout the MEM terminal building. These checkpoints prevent access to certain "restricted" areas. Personnel must have the proper photo identification badge, as described in Section 10 Security and Access, in order to access areas beyond these checkpoints.

10.3 Operations of Others

During the time that successful Respondent is performing under the Contract, other persons may be engaged in other operations on or about the work site, including facility operations, pedestrian, bus, and vehicular traffic and other contractors performing at the work site, all of which shall remain uninterrupted.

The successful Respondent shall so plan and conduct its operations to work in harmony with others engaged at the site and not to delay, endanger, or interfere with the operations of others, whether or not specifically mentioned above, and in the best interests of the Authority. All operations should be conducted in a manner that ensures the safety and well-being of others.

11 TERMS OF PERFORMANCE

The Authority will contract with a single Respondent for Package A, Package B and Package C to provide services under the direction of the Authority's Maintenance Division as outlined in the Scope of Services in this RFP. A Respondent can be awarded either Package A, Package B or Package C; or a Respondent can be awarded multi packages.

11.1 Contract Negotiations and Contract Form

One Respondent will be selected for contract negotiations in accordance with Section 14.4 Realizing that the final basis for agreement between the successful Respondent and the

Authority must be a contract, Respondents shall indicate their willingness to negotiate a Contract acceptable to both Parties. This RFP and specified portions of the successful Respondent's response shall be incorporated into such Contract. The successful Respondent shall be required to execute a written contract with the Authority. The Authority will not execute the successful Respondent's standard contract.

11.2 Cancellation

Should the successful Respondent fail to meet the requirements of the Contract after it is executed, the Authority may cancel the Contract at once and award the remainder of the contract term to the next qualified Respondent. If the Contract is cancelled, all materials provided to Contractor shall be returned to the Authority.

11.3 Term of Contract

The initial term of this Contract shall be for a period of one (1) year commencing on the start date of the Contract (Contract Term). The Authority, in its sole discretion, reserves the option to extend the Contract Term for four (4) additional periods of one (1) year each (Renewal Terms) by giving written notice to the Company at least ninety (90) days before the expiration of the Contract Term or any Renewal Term. At the sole option of the Authority, the Contract may be extended beyond the four (4) Renewal Terms. The Contract shall be amended to reflect any negotiated and agreed upon Compensation for any such extension of this Contract.

11.4 Convenience Termination of Contract

The Authority may, at any time upon thirty (30) days written notice to successful Respondent specifying the effective date of termination, terminate the Contract, in whole or in part, when the Authority deems it to be in the Authority's best interests.

11.5 Payment and Billing Requirements

11.5.1 Invoice Submittal

Invoices for payments related to the services rendered under the Contract shall be presented at the completion of each task as described below. Payment will be made only for correct invoices presented with a complete itemization of the services rendered. Incorrect invoices will be returned for correction, unpaid. All invoices must include the contract number and/or the purchase order number. The successful Respondent must email the invoice to the email address below:

Finance Department - acctpable@flymemphis.com

11.5.2 Payment Terms

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

11.5.3 Taxes

The Authority is exempt from Local, State, and Federal taxes. Tax certificates will be issued to the successful Respondent.

12 SCOPE OF SERVICES

12.1 General Requirements

The successful Respondent must be prepared to maintain the MEM grounds in a manner consistent with those high standards of a world class airport. The successful Respondent will maintain the MEM grounds and other grounds owned and/or maintained by the Authority. The Authority shall have the ability to add additional areas or delete existing areas as determined solely by the Authority with pricing to be negotiated in writing between Authority and successful Proposer.

12.2 Services to be Performed – Landscape Maintenance (Package A)

The selected Respondent will perform the following work. Pricing sheets are located in Section 15.3.

12.2.1 Finish Mowing – Plough/Terminal Drive

Paid monthly in twelve (12) equal payments, based on a per acre/per year price. The current estimated mowing acreage for this Section is 68.91 acres.

12.2.1.1 Mowing

The grass shall be mowed during the growing season so as to maintain a height not to exceed four (4) inches. Mowers shall be kept sharp at all times. Care shall be taken so that mowing machines will not scar tree trunks, damage shrubbery or damage the turf. Dyed liquid chemicals may be used to maintain the height of grass, provided grass remains healthy at all times and green during the growing season.

12.2.1.2 Trimming

Special tools or trimmers shall be used as necessary to trim lawns along the edge of walks, curbs, shrub beds or borders, fences and the base of trees. This trimming shall be done as necessary to maintain a neat appearance at trees, fences, and along the margins of the lawn.

12.2.1.3 Trees – Pruning

Objective - The objectives to be accomplished under this section are as follows:

1. To remove injured, diseased, or dead branches.
2. To remove suckers and rank or interfering growth.
3. Dispose of and remove debris.

No trees shall be sheared, topped, or dehorned. Pruning shall be kept at a minimum, for it is desired that the trees keep their natural habits and graces.

12.2.1.4 Clean-up

Sidewalks and roadways will be kept clear of grass trimmings. The Company shall from time to time, remove all trash and debris, and maintain the site in a neat and orderly condition.

12.2.2 Basic Maintenance for Landscape Beds

Maintenance of landscape beds is paid monthly in twelve (12) equal payments. The number of beds in the Section is 25.

1. Care for shrubs
2. Care for trees
3. Care for plants
4. Mulching

12.2.2.1 Weed Control

In early spring, a pre-emergent herbicide will be applied to mulched areas and groundcover beds. Certain groundcover or perennial plantings may not receive pre-emergent as to avoid damage to the plant material.

All beds and tree rings will be weeded on a continuous basis throughout the growing season to maintain a neat appearance at all times. Weed control will be accomplished through the use of pre-emergent and post-emergent herbicides as well as hand weeding. Chemicals will be used according to the product label.

A non-selective and/or pre-emergent herbicide will be applied at regular intervals to walkways, curbs and other paved areas adjacent to landscape beds to help prevent the growth of weeds in pavement cracks.

12.2.2.2 Fertilization – Trees and Shrubs

Ornamental trees will be fertilized with a balanced fertilizer at the rate of one (1) pound per inch of trunk caliper, once in the spring.

Shrubs and groundcovers will be fertilized with a balanced fertilizer at the rate of 4 pounds per 100 square feet of bed area once in the spring. Acid-loving plant materials will be fertilized with a specialty product according to the manufacturer's recommended rate.

12.2.2.3 Pruning Shrubs

Shrubs that require shearing to maintain a formal appearance will be sheared three to five times, or as requested, during the growing season. Flowering shrubs will be pruned after blooming. Hand pruning of shrubs will not include rejuvenation work on overgrown plants that have been improperly pruned or sheared in past years.

Groundcovers will be edged and pruned as needed to contain them within their borders. Standard pruning practices will be observed and resulting debris will be removed.

Perennials will be cut back and pruned at the appropriate times. In general, perennials will be cut back in early spring unless otherwise requested by the Authority.

12.2.2.4 Pruning Trees

Trees up to a height of 15 feet are covered under this specification. Additional pruning will be paid for at a negotiated rate, if needed. All pruning cuts shall be made to the lateral branches, buds or flush with the trunk. All debris will be removed from the site. Subsequent pruning of suckers, water sprouts, and low-hanging branches will be performed during regular visits.

12.2.2.5 Pest Management

The successful Proposer will be responsible for the detection and monitoring of insects. The successful Proposer will be aware of potential pests and will make regular inspections of the plant material.

These principles will be practiced under an Integrated Pest Management (IPM) program. The goal of an IPM program is to maintain insect and disease problems at acceptable levels. The IPM program ensures frequent inspection by on-site personnel and a safer environment through the use of less pesticide. A copy of the Respondents IPM program should be included in Section 13.12, Tab K, Additional Data.

Applications of pesticide will only be applied as needed, when pests are detected through regular inspections. Notification will be made to the Authority of any insect/disease activity warranting an application and the pricing of this service will be upon request. No work will be performed without the written authorization of the Authority. Pesticides will be applied under the supervision of a certified applicator.

There are several species of insects and scale, i.e. pine bark beetle, Japanese beetle, mites and borers that require an extensive control program. Several seasons may be needed to achieve control. Disease of ornamental plant material will be treated on a curative basis as needed.

12.2.2.6 Mulching

Prior to mulch installation, all bed lines and tree rings shall be "edged" at a 90-degree angle and to a depth of 2 inches. All lines will be smooth and continuous. Shredded hardwood bark mulch shall be installed to a uniform depth of 2 inches in all plant beds and tree rings. Mulch shall be pulled back from plant crowns and stems as to avoid excessive moisture levels. All excessive sticks, debris, etc. shall be removed from mulch and edges shall be neat and clearly defined. All resulting

debris will be removed from site. The successful Proposer shall perform a minimum of two (2) mulching installations a year or as needed.

12.2.3 Trash Removal

The site shall be maintained and kept clean and free from rubbish, unused materials, and equipment during the Contract period. The Company shall from time to time, remove all dirt, rubbish, and surplus materials of all descriptions, including equipment not in use, and maintain the site in a neat and orderly condition, all as approved. Materials or equipment known to belong to others shall not be removed from the site without duly notifying the Authority thereof. Trash removal shall be paid monthly on a cubic yard basis from landfill receipts. Disposal of all rubbish, unused materials and equipment shall be done in accordance with all local, state and Federal laws and ordinances.

12.2.4 Tire Removal

Tires will be removed from Authority property and disposed of in accordance with current state and local laws. Tire removal shall be paid monthly on a per tire basis.

12.2.5 Turf Spray/Chemical Program (TSCP)

The proposed TSCP will be submitted to the Authority for approval with the Proposer's response in Section 13.12, Tab K, Additional Data. The Turf Maintenance Program minimum requirements must be followed as described in Exhibit E of the Sample Contract. The TSCP shall promote the growth of healthy weed-free turf grass and maintain a stable PH balance for a hardy root system to include pre-emergent, post-emergent and fertilization. The TSCP shall be paid per acre.

12.3 Services to be Performed – Grounds Maintenance (Package B)

The selected Respondent will perform the following work. Pricing sheets are located in Section 15.3.

12.3.1 Field Mowing - Democrat East/Plough West

Paid monthly in twelve (12) equal payments, based on a per acre/per year price. The current estimated mowing acreage for this Section is 60.26 acres. Irrigation shall be controlled by the Authority with consultation with the successful Proposer.

12.3.1.1 Mowing

The grass shall be mowed during the growing season so as to maintain a height not to exceed six (6) inches in the remote areas and four (4) inches within twenty (20) feet of streets and dwellings. Mowers shall be kept sharp at all times. Care shall be taken so that mowing machines will not scar tree trunks, damage shrubbery or damage the turf. Dyed liquid chemicals may be used to maintain the

height of grass, provided grass remains healthy at all times and green during the growing season.

12.3.1.2 Trimming

Special tools or trimmers shall be used as necessary to trim lawns along the edge of walks, curbs, shrub beds or borders, fences and the base of trees. This trimming shall be done as necessary to maintain a neat appearance at trees, fences, and along the margins of the lawn.

12.3.1.3 Trees – Pruning

Objective - The objectives to be accomplished under this section are as follows:

1. To remove injured, diseased, or dead branches.
2. To remove suckers and rank or interfering growth.
3. Dispose of and remove debris.

No trees shall be sheared, topped, or dehorned. Pruning shall be kept at a minimum, for it is desired that the trees keep their natural habits and graces.

12.3.1.4 Clean-up

Sidewalks and roadways will be kept clear of grass trimmings.

12.3.2 Finish Mowing - Airways

Paid monthly in twelve (12) equal payments, based on a per acre/per year price. The current estimated mowing acreage for this Section is 119.17 acres.

12.3.2.1 Mowing

The grass shall be mowed during the growing season so as to maintain a height not to exceed four (4) inches. Mowers shall be kept sharp at all times. Care shall be taken so that mowing machines will not scar tree trunks, damage shrubbery or damage the turf. Dyed liquid chemicals may be used to maintain the height of grass, provided grass remains healthy at all times and green during the growing season.

12.3.2.2 Trimming

Special tools or trimmers shall be used as necessary to trim lawns along the edge of walks, curbs, shrub beds or borders, fences and the base of trees. This trimming shall be done as necessary to maintain a neat appearance at trees, fences, and along the margins of the lawn.

12.3.2.3 Trees – Pruning

Objective - The objectives to be accomplished under this section are as follows:

1. To remove injured, diseased, or dead branches.
2. To remove suckers and rank or interfering growth.
3. Dispose of and remove debris.

No trees shall be sheared, topped, or dehorned. Pruning shall be kept at a minimum, for it is desired that the trees keep their natural habits and graces.

12.3.2.4 Clean-up

Sidewalks and roadways will be kept clear of grass trimmings

12.3.3 Swinnea Road Bank Mowing

Paid monthly in twelve (12) equal payments. The current estimated mowing acreage for this Section is 8.34 acres.

12.3.3.1 Mowing

The grass shall be mowed during the growing season so as to maintain a height not to exceed six (6) inches in the “remote” areas and four (4) inches near dwellings. Mowers shall be kept sharp at all times. Care shall be taken so that mowing machines will not scar tree trunks, damage shrubbery or damage the turf. Dyed liquid chemicals may be used to maintain the height of grass, provided grass remains healthy at all times and green during the growing season.

12.3.3.2 Trimming

Special tools or trimmers shall be used as necessary to trim lawns along the edge of walks, curbs, shrub beds or borders, fences and the base of trees. This trimming shall be done as necessary to maintain a neat appearance at trees, fences, and along the margins of the lawn.

12.3.3.3 Trees – Pruning

Objective - The objectives to be accomplished under this section are as follows:

1. To remove injured, diseased, or dead branches.
2. To remove suckers and rank or interfering growth.
3. Dispose of and remove debris.

No trees shall be sheared, topped, or dehorned. Pruning shall be kept at a minimum, for it is desired that the trees keep their natural habits and graces.

12.3.4 Swinnea Road Berm Maintenance

Paid monthly in twelve (12) equal payments. The current estimated mowing acreage for this Section is 8.34 acres.

Services to be performed for the Swinnea Road Berm Maintenance include:

1. Biweekly mowing, edging, and cleanup during the growing season – approximately 16 services.
2. Periodic character pruning of trees and shrubs – monthly or as required.
3. Spring and fall fertilization of lawn areas, trees, and shrubs.
4. Herbicide control of undesirable vegetation along fences, rip-rap areas, sidewalks, curbs, etc. – monthly or as required.

5. Mulching of trees and shrubs - The successful Proposer shall perform two (2) mulching installations a year or as needed.
6. Dyed liquid chemicals will be used for all weed control spraying.

12.3.5 Finish Mowing of Individual Lots - Ketchum

Paid monthly in twelve (12) equal payments. The current estimated mowing acreage for this Section is 18.18 acres.

12.3.5.1 Mowing

The grass shall be mowed during the growing season so as to maintain a height not to exceed four (4) inches. Mowers shall be kept sharp at all times. Care shall be taken so that mowing machines will not scar tree trunks, damage shrubbery or damage the turf. Dyed liquid chemicals may be used to maintain the height of grass, provided grass remains healthy at all times and green during the growing season.

12.3.5.2 Trimming

Special tools or trimmers shall be used as necessary to trim lawns along the edge of walks, curbs, shrub beds or borders, fences and the base of trees. This trimming shall be done as necessary to maintain a neat appearance at trees, fences, and along the margins of the lawn.

12.3.5.3 Trees – Pruning

Objective - The objectives to be accomplished under this section are as follows:

1. To remove injured, diseased, or dead branches.
2. To remove suckers and rank or interfering growth.
3. Dispose of and remove debris.

No trees shall be sheared, topped, or dehorned. Pruning shall be kept at a minimum, for it is desired that the trees keep their natural habits and graces.

12.3.6 Trash Removal

The site shall be maintained and kept clean and free from rubbish, unused materials, and equipment during the Contract period. The Company shall from time to time, remove all dirt, rubbish, and surplus materials of all descriptions, including equipment not in use, and maintain the site in a neat and orderly condition, all as approved. Materials or equipment known to belong to others shall not be removed from the site without duly notifying the Authority thereof. Trash removal shall be paid monthly on a cubic yard basis from landfill receipts. Disposal of all rubbish, unused materials and equipment shall be done in accordance with all local, state and Federal laws and ordinances.

12.3.7 Tire Removal

Tires will be removed from Authority property and disposed of in accordance with current state and local laws. Tire removal shall be paid monthly on a per tire basis.

12.3.8 Turf Spray/Chemical Program (TSCP)

The proposed TSCP will be submitted to the Authority for approval with the Proposer's response in Tab - D. The TSCP shall promote the growth of healthy weed-free turf grass and maintain a stable PH balance for a hardy root system to include pre-emergent, post-emergent and fertilization. The TSCP shall be paid for per acre. Turf Maintenance Program must be followed as described in Exhibit E of the Sample Contract.

12.3.9 Mulching

Shredded hardwood bark mulch shall be installed to a uniform depth of 2 inches in all plant beds and tree rings. Mulch shall be pulled back from plant crowns and stems as to avoid excessive moisture levels. All excessive sticks, debris, etc. shall be removed from mulch and edges shall be neat and clearly defined. All resulting debris will be removed from site. The successful Proposer shall perform a minimum of two (2) mulching installations a year or as needed.

12.4 Services to be Performed – Grounds Maintenance (Package C)

The selected Respondent will perform the following work. Pricing sheets are located in Section 15.3.

12.4.1 Finish Mowing - Outlying

Paid monthly in twelve (12) equal payments, based on a per acre/per year price. The current estimated mowing acreage for this Section is 19.26 acres.

12.4.1.1 Mowing

The grass shall be mowed during the growing season so as to maintain a height not to exceed four (4) inches. Mowers shall be kept sharp at all times. Care shall be taken so that mowing machines will not scar tree trunks, damage shrubbery or damage the turf. Dyed liquid chemicals may be used to maintain the height of grass, provided grass remains healthy at all times and green during the growing season.

12.4.1.2 Trimming

Special tools or trimmers shall be used as necessary to trim lawns along the edge of walks, curbs, shrub beds or borders, fences and the base of trees. This trimming shall be done as necessary to maintain a neat appearance at trees, fences, and along the margins of the lawn.

12.4.1.3 Trees – Pruning

Objective - The objectives to be accomplished under this section are as follows:

4. To remove injured, diseased, or dead branches.
5. To remove suckers and rank or interfering growth.
6. Dispose of and remove debris.

No trees shall be sheared, topped, or dehorned. Pruning shall be kept at a minimum, for it is desired that the trees keep their natural habits and graces.

12.4.1.4 Clean-up

Sidewalks and roadways will be kept clear of grass trimmings.

12.4.2 Trash Removal

The site shall be maintained and kept clean and free from rubbish, unused materials, and equipment during the Contract period. The Company shall from time to time, remove all dirt, rubbish, and surplus materials of all descriptions, including equipment not in use, and maintain the site in a neat and orderly condition, all as approved. Materials or equipment known to belong to others shall not be removed from the site without duly notifying the Authority thereof. Trash removal shall be paid monthly on a cubic yard basis from landfill receipts. Disposal of all rubbish, unused materials and equipment shall be done in accordance with all local, state and Federal laws and ordinances.

12.4.3 Tire Removal

Tires will be removed from Authority property and disposed of in accordance with current state and local laws. Tire removal shall be paid monthly on a per tire basis.

12.4.4 Turf Spray/Chemical Program (TSCP)

The proposed TSCP will be submitted to the Authority for approval with the Proposer's response in Tab - K. The TSCP shall promote the growth of healthy weed-free turf grass and maintain a stable PH balance for a hardy root system to include pre-emergent, post-emergent and fertilization. The TSCP shall be paid for per acre. Turf Maintenance Program must be followed as described in Exhibit E of the Sample Contract.

12.4.5 Mulching

Shredded hardwood bark mulch shall be installed to a uniform depth of 2 inches in all plant beds and tree rings. Mulch shall be pulled back from plant crowns and stems as to avoid excessive moisture levels. All excessive sticks, debris, etc. shall be removed from mulch and edges shall be neat and clearly defined. All resulting debris will be removed from site. The successful Proposer shall perform a minimum of two (2) mulching installations a year or as needed.

12.5 Maps

The maps depict the acreage and location of areas included in this RFP.

Package A Map: click [here](#)

Package B Map: click [here](#)

Package C Map: click [here](#)

12.6 Penalties and Deductions

The Authority will report all problems to the successful Respondent. All problem reports will be corrected in a maximum of 24 hours. Every problem report that is not corrected within 24 hours will result in a non-recoverable penalty of 5% of the total monthly billing. If weather prevents the

correction within 24 hours, the successful Respondent must inform the Authority and submit a proposed schedule for solution and approval. If the solution is not approved, the 5% deduction will apply.

12.7 Services and Facilities

The Company shall provide and pay for all labor, tools, equipment, transportation of every nature, and all other services and facilities of every nature whatsoever necessary to execute, and complete the work within the specified time.

12.8 Safety

The Company shall be fully responsible for the safety and protection of all persons, work and salvage material connected with the executed Contract. The Company shall use marking/barricading of vehicles parked on the roadway to ensure safety of the traveling public and contract employees while working. The Company shall use proper precaution to fully protect all persons, its own work, and the property of the Authority and others from injury and damage, and at its own expense it shall be liable for injury to all persons and shall make good damage and injury to property belonging to the Authority and others caused by the Company and its employees through negligence, carelessness, or any other cause.

The Company shall comply with the Department of Labor, Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54). Authorized representatives of the Department of Labor shall be permitted free access to the project for inspections.

12.9 Codes, Ordinances, Regulations, Laws, Permits, Licenses, and Fees

The Company shall comply with all local, State, and Federal codes, ordinances, regulations, and laws applicable to the work to be done and applicable to the use of public streets, alleys, and highways. Such codes, ordinances, regulations, and laws shall be considered as minimum requirements, and everything shown or specified in excess of these minimum requirements shall be installed in excess thereof, as shown or specified. No instructions given in the Contract Documents shall be construed as an authorization to violate any code, ordinance, regulation, or law.

Before beginning work, the Company shall obtain and pay for all licenses and permits required to perform work covered by the executed Contract, shall obtain and pay for all necessary inspections by all applicable authorities, and shall include their cost in the proposal price. Whereas certain parts of the work may require the approval of public or other authorities, all work shall be subject to the Authority's final approval and acceptance.

12.10 Supervision and Conduct

The Company, or its duly authorized agent with authority to make decisions and control the work, shall be present at the site whenever the work is in progress. Employees shall perform their duties in a courteous and efficient manner. The Proposer shall be responsible for proper personal conduct of all contract personnel while on the premises. No use of improper language or any actions of a loud and boisterous manner will be tolerated. Likewise, no discriminatory or harassing conduct will be tolerated.

12.11 Workmanship

All work shall be performed in a finished and workmanlike manner, and in accordance with the best-recognized trade practices. The Company shall provide and maintain in good operating condition all tools and equipment necessary for the satisfactory performance of the work. Inadequate, unsuitable, defective, worn out, or otherwise unsatisfactory tools and equipment shall be removed from the site and replaced with satisfactory tools and equipment.

Prior to implementing services, an initial walk through inspection will be performed with the selected Respondent and on site personnel. During the initial inspection, we will review horticultural services, identify individual needs and establish communication guidelines.

A Project Manager will be assigned to coordinate service delivery, perform pro-active quality control inspections, and assure direct communication with the Authority.

A weekly work order will be completed during every maintenance visit and a copy provided to the Authority. The work order will identify services performed during that visit.

A Landscape Quality Audit (copy attached as Exhibit D of the sample contract) will be performed by the Project Manager to identify the current condition of the landscape and identify areas needing additional attention. The inspection shall be scheduled by the Authority.

If damaged mature trees or shrubs require replacement (due to damage by Company or otherwise), the Authority acknowledges that Company may replace such trees or shrubs with plant material of less than equal maturity due to the unavailability of mature trees or shrubs or the risk of surviving transplantation. The Authority will purchase and install all new plants, shrubs, flowers, trees, etc. and then the Company would maintain the plants thereafter. Damage to Authority property is covered in Section 19 of the Sample Contract, which is set forth in Section 17.

13 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 Respondents shall structure their response by submitting one (1) marked as "original" and six (6) marked "copies" of the response each in a three-ring binder with marked reference tabs containing the data requested and the forms provided in Sections 15 and 16 below. Respondents shall also include a USB drive with a complete digital copy of their response. **Submit data as requested in the following sections:**

13.1 Table of Contents

Respondent shall submit a Table of Contents outlining the response and shall include the tabs listed below.

13.2 Tab A – Company Information

Submitted under Tab A – Company Information, Respondent shall provide a brief company description, history, and financial status. In addition, Respondent must submit the requested information on the Respondent Information Form found in Section 15.1 below.

13.3 Tab B – References

13.3.1 Positive Comments

List four (4) references, with contact names and telephone numbers, for Ground Maintenance that are similar in size and scope of services to the Authority, who would have positive comments concerning their experience with your company. Please verify names and phone numbers of person to be contacted.

13.3.2 Negative Comments

List one (1) reference, with contact name and telephone number, for Ground Maintenance that is similar in size and scope of services to the Authority, who would have negative comments concerning their experience with your company. Please verify names and phone numbers of person to be contacted.

13.4 Tab C- DBE Inclusion (Package A)

Discuss the ability and the intent of your firm to include DBE participation for this Contract. Respondent shall also include in this tab all required DBE documents/forms as stated in Section 6 above. If bidding on multiple packages, please provide a DBE tab for each package

13.5 Tab D - DBE Inclusion (Package B)

Discuss the ability and the intent of your firm to include DBE participation for this Contract. Respondent shall also include in this tab all required DBE documents/forms as stated in Section 6 above. If bidding on multiple packages, please provide a DBE tab for each package.

13.6 Tab E - DBE Inclusion (Package C)

Discuss the ability and the intent of your firm to include DBE participation for this Contract. Respondent shall also include in this tab all required DBE documents/forms as stated in Section 6 above. If bidding on multiple packages, please provide a DBE tab for each package

13.7 Tab F – Proposal Bond

All Respondents must include the original Proposal bond as described in Section 15.2. The selected Respondent will be required to submit at time of Contract an original Performance Bond as described in Section 9.3.

13.8 Tab G - Respondent's Eligibility

Submitted under Tab G – The following information must be provided to determine if the Respondent meets the minimum qualifications for this RFP:

13.8.1 The Respondent's office address in Tennessee

13.8.2 A copy of the State of Tennessee License

13.8.3 Proposed Management Plan

Submit a complete and detailed Management Plan for services to be performed.

13.8.4 Respondent's Qualifications and Experience

Please provide the following information:

- 1) Provide the number of years Respondent has been operating in Tennessee.
- 2) Describe the Respondent's local size and number of local staff.
- 3) List and describe major equipment Respondent normally utilizes in work.
- 4) Describe level of experience of personnel who will manage this project
- 5) Demonstrated ability to perform the service – Provide information for a minimum of three (3) accounts similar to size and scope to the Authority's Ground Maintenance program, which has been or is now being performed by the Respondent, including a description of the work performed and the relative size and complexity of the operations. Respondent must show a minimum of five (5) years' experience servicing an account similar in size and scope to the Authority's Ground Maintenance program listed herein. Please provide name, title, and phone number for person who has had oversight responsibility for your services. Also state the dates of service at each location.
- 6) If proposing in multiple packages, please show experience in all.

13.9 Tab H – Pricing (Package A)

Include pricing requirements for each year of the contract, based on the specifications in Section 12 of this RFP. Forms for completing pricing requirements may be found in Section 15.3. The proposal shall include the total charges to the Authority for services.

13.10 Tab I – Pricing (Package B)

Include pricing requirements for each year of the contract, based on the specifications in Section 12 of this RFP. Forms for completing pricing requirements may be found in Section 15.3. The proposal shall include the total charges to the Authority for services.

13.11 Tab J– Pricing (Package C)

Include pricing requirements for each year of the contract, based on the specifications in Section 12 of this RFP. Forms for completing pricing requirements may be found in Section 15.3. The proposal shall include the total charges to the Authority for services.

13.12 Tab K – Additional Data

Submit additional data, exhibits, statements, and drawings necessary to assure the Authority has a total understanding of the Response. Include any other material which your team believes would be helpful in evaluation the quality of your firm and its overall operations. The Authority may require an interview with short-listed Respondents to obtain a better understanding of their Response. Please submit the Integrated Pest Management program and the Turf Spray/Chemical Program under this tab.

13.13 Tab L– Contract Changes

A sample contract may be found in Section 17 of this document. Please review the sample contract as it contains the Authority’s standard terms and conditions. The Authority may negotiate additional terms with the chosen Respondent as appropriate, and these terms will be incorporated into the Contract. The Authority reserves the right to change the sample contract; however, if changes are requested to this sample contract by the Respondent, the Respondent must submit those proposed changes under Tab L - Contract Changes for review and possible approval by the Authority. If no changes are submitted, the Authority’s interpretation will be the Respondent is accepting the Contract as shown in the sample contract. The successful Respondent will not be allowed to change the content of the sample contract terms which may be incorporated in the final Contract, unless those proposed changes are submitted under Tab L and approved by the Authority. **Do not return the sample contract with your response.**

13.14 Tab M – Executive Summary

Describe your team’s approach to providing the services in this RFP, identifying any unique or distinctive features, or alternatives to which the Respondent wishes the evaluation committee to give particular attention.

14 AWARD

14.1 Solicitation

Responses are solicited from all companies that wish to be considered for the services outlined in this Request for Proposals document. The Authority will make its selection from the information contained in the responses to the Request for Proposals submitted by the due date. All parties are encouraged to respond in depth with statements containing specific experience and qualifications related to this RFP in the format described herein.

14.2 Evaluation Criteria

The following criteria, although not exhaustive, may be used in the evaluation. The Authority reserves the right to change or modify the criteria. The following list in alphabetical order illustrates some of the criteria that may be used in the evaluation process.

14.2.1 Demonstrated ability to perform the service

14.2.1 Experience of Respondent including any subcontractors

14.2.2 Oral Presentations

14.2.1 Pricing

14.2.2 Responses of references

14.2.3 Responsiveness, organization, and clarity of the submittal

14.3 Oral Presentation

Written submittals and oral presentations, if considered necessary, will be utilized in selecting the winning Response. The Authority, in its sole discretion, may elect to select the top scoring finalists from the written submittals for an oral presentation and final determination of Contract award. Should the Authority elect to hold oral presentations, the Authority will contact the top-scoring Respondent(s) to schedule a date, time, and location.

14.4 Final Selection

Once the oral presentations have been completed, those Respondents will be ranked, and the ranking approved by the Authority's Board of Commissioners. Subsequently, the Authority staff will attempt to contract with the number-one-ranked firm. If negotiations are successful, the selected firm shall be recommended to the President for final approval. If an appropriate Contract cannot be negotiated with the first choice, negotiations shall be terminated, and the second ranked firm may be contracted. This may continue until successful negotiations have been concluded or it is determined that it is in the Authority's best interest to cease negotiations and/or issue a new RFP.

14.5 The Authority's Right to No Award or Partial Award

Award will be made to the best qualified, responsive Respondent, if awarded. The Authority reserves the right to reject all responses, reject portions of any response, or accept the response deemed most advantageous to the Authority.

14.6 Cancellation

Should the successful Respondent fail to execute or meet the requirements of the Contract after it is executed, the Authority may cancel the Contract at once and award the Contract to the next best qualified, responsive Respondent.

14.7 Anticipated Contract Date

The Authority anticipates the commencement date of the Contract to be August 1, 2023.

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15 REQUEST FOR PROPOSALS FORMS

15.1 Respondent Information Form (*Required*)

If Respondent is an INDIVIDUAL, fill out the following:

Individual's name: _____

If Respondent is a PARTNERSHIP, fill out the following:

Partner Name:

Partner Address:

_____	_____
_____	_____
_____	_____
_____	_____

If Respondent is a CORPORATION, fill out the following:

NAME OF CORPORATION PRESIDENT: _____

NAME OF CORPORATION SECRETARY: _____

All Respondents fill out the following:

NAME OF COMPANY: _____

PRINCIPAL BUSINESS ADDRESS: _____

CITY, STATE, ZIP CODE: _____

LOCAL STREET ADDRESS: _____

CITY, STATE, ZIP CODE: _____

FEDERAL TAX ID #: _____

TELEPHONE NUMBER: _____ CELL NUMBER: _____

EMAIL ADDRESS: _____

PRINTED NAME: _____

SIGNATURE OF RESPONDENT: _____

15.2 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 Ground Maintenance, Proposal Number 23-0006, and more fully described in said Request for Proposals and made a part hereof and incorporated herein by reference; and

WHEREAS, it is one of the conditions of the Request for Proposals 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

15.3 Pricing Schedule (*Required*)

Respondent can submit a proposal for Package A (only), Package B (only), Package C (only), multiple or all Packages A, B, and C.

- | | | | |
|--|--------------------------|----|--------------------------|
| 1. Respondent is submitting a proposal on Package A. Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| 2. Respondent is submitting a proposal on Package B. Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| 3. Respondent is submitting a proposal on Package C. Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |

15.3.1

PACKAGE A
Landscape Maintenance
Pricing Form – Year One (1)

Qty	UOM	Description or Specification	Unit Price	Ext'd Price	Paid Mthly as Follows
30.94	acres	Terminal Drive Finish Mowing as per section 10.2.1	\$	\$	12 equal payments
37.97	acres	Plough Blvd (Big M) Finish Mow as per Section 10.2.1	\$	\$	12 equal payments
25	beds	Terminal Drive Landscape Bed Maintenance as per Section 10.2.2 (Weekly)	\$	\$	12 equal payments to cover all work performed
300	CY	Hardwood Mulch as per Section 10.2.2.6	\$	\$	Payments to cover actual CY mulched
100	CY	Trash Removal as per Section 10.2.3	\$	\$	Based on actual removal
50	tire	Tire Removal as per Section 10.2.4	\$	\$	Based on actual removal
68.91	acre	Turf Spray/Chemical Application as per Section 10.2.5	\$	\$	Payments to cover actual acreage sprayed

Year One (1) Total \$ _____

PACKAGE A
Landscape Maintenance
Pricing Form – Year Two (2)

Qty	UOM	Description or Specification	Unit Price	Ext'd Price	Paid Mthly as Follows
30.94	acres	Terminal Drive Finish Mowing as per section 10.2.1	\$	\$	12 equal payments
37.97	acres	Plough Blvd (Big M) Finish Mow as per Section 10.2.1	\$	\$	12 equal payments
25	beds	Terminal Drive Landscape Bed Maintenance as per Section 10.2.2 (Weekly)	\$	\$	12 equal payments to cover all work performed
300	CY	Hardwood Mulch as per Section 10.2.2.6	\$	\$	Payments to cover actual CY mulched
100	CY	Trash Removal as per Section 10.2.3	\$	\$	Based on actual removal
50	tire	Tire Removal as per Section 10.2.4	\$	\$	Based on actual removal
68.91	acre	Turf Spray/Chemical Application as per Section 10.2.5	\$	\$	Payments to cover actual acreage sprayed

Year Two (2) Total \$ _____

PACKAGE A
Landscape Maintenance
Pricing Form – Year Three (3)

Qty	UOM	Description or Specification	Unit Price	Ext'd Price	Paid Mthly as Follows
30.94	acres	Terminal Drive Finish Mowing as per section 10.2.1	\$	\$	12 equal payments
37.97	acres	Plough Blvd (Big M) Finish Mow as per Section 10.2.1	\$	\$	12 equal payments
25	beds	Terminal Drive Landscape Bed Maintenance as per Section 10.2.2 (Weekly)	\$	\$	12 equal payments to cover all work performed
300	CY	Hardwood Mulch as per Section 10.2.2.6	\$	\$	Payments to cover actual CY mulched
100	CY	Trash Removal as per Section 10.2.3	\$	\$	Based on actual removal
50	tire	Tire Removal as per Section 10.2.4	\$	\$	Based on actual removal
68.91	acre	Turf Spray/Chemical Application as per Section 10.2.5	\$	\$	Payments to cover actual acreage sprayed

Year Three (3) Total \$ _____

PACKAGE A
Landscape Maintenance
Pricing Form – Year Four (4)

Qty	UOM	Description or Specification	Unit Price	Ext'd Price	Paid Mthly as Follows
30.94	acres	Terminal Drive Finish Mowing as per section 10.2.1	\$	\$	12 equal payments
37.97	acres	Plough Blvd (Big M) Finish Mow as per Section 10.2.1	\$	\$	12 equal payments
25	beds	Terminal Drive Landscape Bed Maintenance as per Section 10.2.2 (Weekly)	\$	\$	12 equal payments to cover all work performed
300	CY	Hardwood Mulch as per Section 10.2.2.6	\$	\$	Payments to cover actual CY mulched
100	CY	Trash Removal as per Section 10.2.3	\$	\$	Based on actual removal
50	tire	Tire Removal as per Section 10.2.4	\$	\$	Based on actual removal
68.91	acre	Turf Spray/Chemical Application as per Section 10.2.5	\$	\$	Payments to cover actual acreage sprayed

Year Four (4) Total \$ _____

PACKAGE A
Landscape Maintenance
Pricing Form – Year Five (5)

Qty	UOM	Description or Specification	Unit Price	Ext'd Price	Paid Mthly as Follows
30.94	acres	Terminal Drive Finish Mowing as per section 10.2.1	\$	\$	12 equal payments
37.97	acres	Plough Blvd (Big M) Finish Mow as per Section 10.2.1	\$	\$	12 equal payments
25	beds	Terminal Drive Landscape Bed Maintenance as per Section 10.2.2 (Weekly)	\$	\$	12 equal payments to cover all work performed
300	CY	Hardwood Mulch as per Section 10.2.2.6	\$	\$	Payments to cover actual CY mulched
100	CY	Trash Removal as per Section 10.2.3	\$	\$	Based on actual removal
50	tire	Tire Removal as per Section 10.2.4	\$	\$	Based on actual removal
68.91	acre	Turf Spray/Chemical Application as per Section 10.2.5	\$	\$	Payments to cover actual acreage sprayed

Year Five (5) Total \$ _____

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

Company Name: _____ Address: _____
City: _____ State: _____ Zip Code: _____
Telephone: _____ Fax: _____ Email: _____
Signature: _____ Title: _____

15.3.2
PACKAGE B
Grounds Maintenance
Pricing Form – Year One (1)

Qty	UOM	Description or Specification	Unit Price	Ext'd Price	Paid Mthly as Follows
7.38	acres	Democrat East Field Mow as per Section 10.3.1	\$	\$	12 equal payments
52.88	acres	Plough Blvd (West) Field Mow as per Section 10.3.1	\$	\$	12 equal payments
119.17	acres	Airways Blvd Finish Mow as per Section 10.3.2	\$	\$	12 equal payments
8.34	acres	Swinnea Road Bank Mow as per Section 10.3.3	\$	\$	12 equal payments
8.34	acres	Swinnea Road Berm Maintenance as per Section 10.3.4	\$	\$	12 equal payments
18.18	acres	Ketchum Buyout Lots Finish Mow as per Section 10.3.5	\$	\$	12 equal payments
150	CY	Trash Removal as per Section 10.3.6	\$	\$	Based on actual removal
100	tire	Tire Removal as per Section 10.3.7	\$	\$	Based on actual removal
205.95	acres	Turf Spray/Chemical Application as per Section 10.3.8	\$	\$	Payments to cover actual acreage sprayed
100	CY	Hardwood Mulch as per Section 10.3.9	\$	\$	Payments to cover actual CY mulched

Year One (1) Total \$_____

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PACKAGE B
Grounds Maintenance
Pricing Form – Year Two (2)

Qty	UOM	Description or Specification	Unit Price	Ext'd Price	Paid Mthly as Follows
7.38	acres	Democrat East Field Mow as per Section 10.3.1	\$	\$	12 equal payments
52.88	acres	Plough Blvd (West) Field Mow as per Section 10.3.1	\$	\$	12 equal payments
119.17	acres	Airways Blvd Finish Mow as per Section 10.3.2	\$	\$	12 equal payments
8.34	acres	Swinnea Road Bank Mow as per Section 10.3.3	\$	\$	12 equal payments
8.34	acres	Swinnea Road Berm Maintenance as per Section 10.3.4	\$	\$	12 equal payments
18.18	acres	Ketchum Buyout Lots Finish Mow as per Section 10.3.5	\$	\$	12 equal payments
150	CY	Trash Removal as per Section 10.3.6	\$	\$	Based on actual removal
100	tire	Tire Removal as per Section 10.3.7	\$	\$	Based on actual removal
205.95	acres	Turf Spray/Chemical Application as per Section 10.3.8	\$	\$	Payments to cover actual acreage sprayed
100	CY	Hardwood Mulch as per Section 10.3.9	\$	\$	Payments to cover actual CY mulched

Year Two (2) Total \$ _____

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PACKAGE B
Grounds Maintenance
Pricing Form – Year Three (3)

Qty	UOM	Description or Specification	Unit Price	Ext'd Price	Paid Mthly as Follows
7.38	acres	Democrat East Field Mow as per Section 10.3.1	\$	\$	12 equal payments
52.88	acres	Plough Blvd (West) Field Mow as per Section 10.3.1	\$	\$	12 equal payments
119.17	acres	Airways Blvd Finish Mow as per Section 10.3.2	\$	\$	12 equal payments
8.34	acres	Swinnea Road Bank Mow as per Section 10.3.3	\$	\$	12 equal payments
8.34	acres	Swinnea Road Berm Maintenance as per Section 10.3.4	\$	\$	12 equal payments
18.18	acres	Ketchum Buyout Lots Finish Mow as per Section 10.3.5	\$	\$	12 equal payments
150	CY	Trash Removal as per Section 10.3.6	\$	\$	Based on actual removal
100	tire	Tire Removal as per Section 10.3.7	\$	\$	Based on actual removal
205.95	acres	Turf Spray/Chemical Application as per Section 10.3.8	\$	\$	Payments to cover actual acreage sprayed
100	CY	Hardwood Mulch as per Section 10.3.9	\$	\$	Payments to cover actual CY mulched

Year Three (3) Total \$ _____

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PACKAGE B
Grounds Maintenance
Pricing Form – Year Four (4)

Qty	UOM	Description or Specification	Unit Price	Ext'd Price	Paid Mthly as Follows
7.38	acres	Democrat East Field Mow as per Section 10.3.1	\$	\$	12 equal payments
52.88	acres	Plough Blvd (West) Field Mow as per Section 10.3.1	\$	\$	12 equal payments
119.17	acres	Airways Blvd Finish Mow as per Section 10.3.2	\$	\$	12 equal payments
8.34	acres	Swinnea Road Bank Mow as per Section 10.3.3	\$	\$	12 equal payments
8.34	acres	Swinnea Road Berm Maintenance as per Section 10.3.4	\$	\$	12 equal payments
18.18	acres	Ketchum Buyout Lots Finish Mow as per Section 10.3.5	\$	\$	12 equal payments
150	CY	Trash Removal as per Section 10.3.6	\$	\$	Based on actual removal
100	tire	Tire Removal as per Section 10.3.7	\$	\$	Based on actual removal
205.95	acres	Turf Spray/Chemical Application as per Section 10.3.8	\$	\$	Payments to cover actual acreage sprayed
100	CY	Hardwood Mulch as per Section 10.3.9	\$	\$	Payments to cover actual CY mulched

Year Four (4) Total \$ _____

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PACKAGE B
Grounds Maintenance
Pricing Form – Year Five (5)

Qty	UOM	Description or Specification	Unit Price	Ext'd Price	Paid Mthly as Follows
7.38	acres	Democrat East Field Mow as per Section 10.3.1	\$	\$	12 equal payments
52.88	acres	Plough Blvd (West) Field Mow as per Section 10.3.1	\$	\$	12 equal payments
119.17	acres	Airways Blvd Finish Mow as per Section 10.3.2	\$	\$	12 equal payments
8.34	acres	Swinnea Road Bank Mow as per Section 10.3.3	\$	\$	12 equal payments
8.34	acres	Swinnea Road Berm Maintenance as per Section 10.3.4	\$	\$	12 equal payments
18.18	acres	Ketchum Buyout Lots Finish Mow as per Section 10.3.5	\$	\$	12 equal payments
150	CY	Trash Removal as per Section 10.3.6	\$	\$	Based on actual removal
100	tire	Tire Removal as per Section 10.3.7	\$	\$	Based on actual removal
205.95	acres	Turf Spray/Chemical Application as per Section 10.3.8	\$	\$	Payments to cover actual acreage sprayed
100	CY	Hardwood Mulch as per Section 10.3.9	\$	\$	Payments to cover actual CY mulched

Year Five (5) Total \$ _____

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

Company Name: _____ Address: _____
City: _____ State: _____ Zip Code: _____
Telephone: _____ Fax: _____ Email: _____
Signature: _____ Title: _____

15.3.3

PACKAGE C

Grounds Maintenance

Pricing Form – Year One (1)

Qty	UOM	Description or Specification	Unit Price	Ext'd Price	Paid Mthly as Follows
19.26	acres	Outlying Properties Finish Mow as per Section 10.4.1	\$	\$	12 equal payments
50	CY	Trash Removal as per Section 10.4.2	\$	\$	Based on actual removal
25	tire	Tire Removal as per Section 10.4.3	\$	\$	Based on actual removal
19.26	acres	Turf Spray/Chemical Application as per Section 10.4.4	\$	\$	Payments to cover actual acreage sprayed
25	CY	Hardwood Mulch as per Section 10.4.5	\$	\$	Payments to cover actual CY mulched

Year One (1) Total \$_____

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PACKAGE C
Grounds Maintenance
Pricing Form – Year Two (2)

Qty	UOM	Description or Specification	Unit Price	Ext'd Price	Paid Mthly as Follows
19.26	acres	Outlying Properties Finish Mow as per Section 10.4.1	\$	\$	12 equal payments
50	CY	Trash Removal as per Section 10.4.2	\$	\$	Based on actual removal
25	tire	Tire Removal as per Section 10.4.3	\$	\$	Based on actual removal
19.26	acres	Turf Spray/Chemical Application as per Section 10.4.4	\$	\$	Payments to cover actual acreage sprayed
25	CY	Hardwood Mulch as per Section 10.4.5	\$	\$	Payments to cover actual CY mulched

Year Two (2) Total \$_____

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PACKAGE C
Grounds Maintenance
Pricing Form – Year Three (3)

Qty	UOM	Description or Specification	Unit Price	Ext'd Price	Paid Mthly as Follows
19.26	acres	Outlying Properties Finish Mow as per Section 10.4.1	\$	\$	12 equal payments
50	CY	Trash Removal as per Section 10.4.2	\$	\$	Based on actual removal
25	tire	Tire Removal as per Section 10.4.3	\$	\$	Based on actual removal
19.26	acres	Turf Spray/Chemical Application as per Section 10.4.4	\$	\$	Payments to cover actual acreage sprayed
25	CY	Hardwood Mulch as per Section 10.4.5	\$	\$	Payments to cover actual CY mulched

Year Three (3) Total \$ _____

PACKAGE C
Grounds Maintenance
Pricing Form – Year Four (4)

Qty	UOM	Description or Specification	Unit Price	Ext'd Price	Paid Mthly as Follows
19.26	acres	Outlying Properties Finish Mow as per Section 10.4.1	\$	\$	12 equal payments
50	CY	Trash Removal as per Section 10.4.2	\$	\$	Based on actual removal
25	tire	Tire Removal as per Section 10.4.3	\$	\$	Based on actual removal
19.26	acres	Turf Spray/Chemical Application as per Section 10.4.4	\$	\$	Payments to cover actual acreage sprayed
25	CY	Hardwood Mulch as per Section 10.4.5	\$	\$	Payments to cover actual CY mulched

Year Four (4) Total \$_____

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PACKAGE C
Grounds Maintenance
Pricing Form – Year Five (5)

Qty	UOM	Description or Specification	Unit Price	Ext'd Price	Paid Mthly as Follows
19.26	acres	Outlying Properties Finish Mow as per Section 10.4.1	\$	\$	12 equal payments
50	CY	Trash Removal as per Section 10.4.2	\$	\$	Based on actual removal
25	tire	Tire Removal as per Section 10.4.3	\$	\$	Based on actual removal
19.26	acres	Turf Spray/Chemical Application as per Section 10.4.4	\$	\$	Payments to cover actual acreage sprayed
25	CY	Hardwood Mulch as per Section 10.4.5	\$	\$	Payments to cover actual CY mulched

Year Five (5) Total \$ _____

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

Company Name: _____ Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax: _____ Email: _____

Signature: _____ Title: _____

16 DBE FORMS

16.1 DBE Assurance Statement/Letter of Intent (*Required*)

Submit on Company Letterhead for each DBE Subcontractor

DBE ASSURANCE STATEMENT/LETTER OF INTENT		
RESPONDENT:		
Name of Firm: _____		
Address: _____		
City: _____	State: _____	Zip: _____
Telephone: _____		
DBE:		
Name of Firm: _____		
Address: _____		
City: _____	State: _____	Zip: _____
Description of work to be performed by DBE:		

The Respondent is committed to utilizing the above-named DBE towards obtaining the DBE goal of _____% of the negotiated contract price for the work described above.		
AFFIRMATION		
The above-named DBE affirms that it will perform the portion of the contract for the estimated dollar value as stated above.		
By: _____		
Signature of DBE and Title	Date	Name
By: _____		
Signature of 2 nd /3 rd Tier Subcontractor and Title	Date	Name
If the Respondent does not receive award of the prime contract, any and all representations in this letter of Intent and Affirmation shall be null and void.		
By: _____		
Signature of Respondent and Title	Date	Name

16.2 Respondent DBE Goals Accomplishment Statement (Required)

Submit on Company Letterhead

RESPONDENT DBE GOALS ACCOMPLISHMENT STATEMENT

The undersigned Respondent has satisfied the requirements of the bid/proposal specification in the following manner (please complete the appropriate spaces):

- ☐ The Respondent is committed to a minimum of ____% DBE utilization on this contract.
- ☐ The Respondent is unable to meet the DBE goal of ____% but is committed to a minimum of ____%

DBE utilization on this contract and submits the attached narrative and documentation demonstrating good faith efforts consistent with Appendix A of 49 CFR 26. **The Respondent should attach as many pages as necessary to provide a full and complete narrative and supporting documentation of good faith efforts made. This narrative must be written on company letterhead and signed.**

Please provide an explanation for the percentage quoted above:

Provide an explanation of the DBE's participation and how this has been determined to meet the specific goal requirements of this solicitation in whole or part.

If DBE and company will enter into a Joint Venture, please describe the terms of the relationship and attach a copy of the contract between the parties.

It is the present intent of the Respondent to utilize the specific DBE firms identified in this proposal in the execution of this contract. If for any reason, one or more of the DBE identified here are unable or unwilling to participate, the Respondent will make good faith efforts to replace the DBE with a similar DBE. The Authority DBE Good Faith Procedures are provided in this package and apply to this proposal.

Respondent's Name: _____

State Registration No.: _____

Federal Tax ID No.: _____

By: _____
Signature and Title Date

16.3 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 RFP – 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 RFP. All sections must be completed to the best of your ability.

Authority RFP No.: **23-0006 – GROUND MAINTENANCE**

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

16.4 Voluntary Disclosure of Respondent Data (Voluntary)

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

VOLUNTARY DISCLOSURE OF RESPONDENT DATA

For Title VI Compliance, the Authority asks for **voluntary disclosure** of the following information:

Gender: Male _____

Female _____

Race: Caucasian _____

Black American _____

Hispanic American _____

Native American _____

Subcontinent Asian American _____

Asian-Pacific American _____

Other (please specify) _____

17 SAMPLE CONTRACT

CONTRACT
FOR
GROUND MAINTENANCE
BY AND BETWEEN
THE MEMPHIS-SHELBY COUNTY AIRPORT AUTHORITY
AND

THIS CONTRACT, made and entered into this [day] day of [month], [year], (the “Contract” or “Agreement”), by and between [VENDOR NAME] (“Company” or “Contractor”) and **Memphis-Shelby County Airport Authority**, a body politic and corporate organized and existing under and by virtue of the laws of the State of Tennessee, (“Authority” or “Sponsor” or “Owner”). The Authority and the Company may be referred to herein individually as a “Party” and collectively as the “Parties”.

WITNESSETH THAT:

For and in consideration of the mutual promises, covenants, and stipulations of each Party to the other, the Company agrees to provide the Authority with services on the terms and conditions set forth herein as follows:

1 PERFORMANCE

Company shall provide [Ground Maintenance] (“Services”) to the Authority in accordance with the Scope of Services (“Scope of Services”), which is attached hereto as Exhibit A and incorporated herein by reference. The Authority and the Company agree that from time to time it may be necessary to add to, delete from, or amend the Scope of Services in order to better meet the needs of the Authority, as determined by the Authority in its sole discretion. In such event, the Parties shall, in writing, amend this Contract if the Parties reach an agreement on modifications of the Scope of Services and Compensation, which is defined in the “Compensation” section below.

2 COMPENSATION

For satisfactory performance, the Authority agrees to pay the Company in accordance with the Schedule of Compensation (“Compensation”) which is attached hereto as Exhibit B and incorporated herein by reference. The Authority agrees to remit payment to Company within thirty (30) days of receipt of a properly submitted and approved invoice with a complete itemization of the charges, including any and all supporting

documentation. However, if Company has an outstanding debt with the Authority for any fees or expenses related to this Contract, and the debt is over thirty (30) days past due, the Authority reserves the right to deduct the amount owed from the Company's submitted invoice.

3 TERM AND RENEWAL

The initial term of this Contract shall be for a period of one (1) year commencing on the start date of the Contract (Contract Term). The Authority, in its sole discretion, reserves the option to extend the Contract Term for four (4) additional periods of one (1) year each (Renewal Terms) by giving written notice to the Company at least ninety (90) days before the expiration of the Contract Term or any Renewal Term. At the sole option of the Authority, the Contract may be extended beyond the four (4) Renewal Terms. The Contract shall be amended to reflect any negotiated and agreed upon Compensation for any such extension of this Contract.

Any violation or breach of the terms of this Contract on the part of the Company or their subcontractors may result in the termination of this Contract or such other action that may be necessary to enforce the rights of the Parties to this Contract. The duties and obligations imposed by the Contract Documents, as defined in the "Contract Documents" section below, and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4 TERMINATION OF CONTRACT

The Authority may, at any time upon thirty (30) days written notice, terminate this Contract in whole or in part at any time, either for the Authority's convenience or because of failure by Company to fulfill the Contract obligations. Upon receipt of such notice, services shall be discontinued on the effective date of termination (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Contract, whether completed or in progress, delivered to the Authority.

If the Authority terminates this Contract, the Authority shall be liable under the payment provisions of this Contract only for payment for services rendered and expenses incurred before the effective date of termination.

Company may terminate this Contract upon thirty (30) days written notice to Authority if Authority is in material breach of this Contract and fails to cure the breach before the end of the thirty (30) day notice period.

If, after notice of termination for failure to fulfill contract obligations, it is determined that the Company had not so failed, the termination shall be deemed to have been affected for the convenience of the Authority.

The rights and remedies of the Authority provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

5 UPON TERMINATION

If this Contract is terminated prior to Company's completion of the services to be performed hereunder, then all finished or unfinished documents or other materials prepared or obtained by Company pursuant to this Contract shall become the Authority's property to the extent allowable by law and accounting standards. If

this Contract is terminated prior to Company's completion of the services to be performed hereunder, Company shall return to Authority any sums paid in advance by Authority for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Contract. Company shall prepare an accounting of the services performed and money spent by Company up to the effective date of termination and shall return to Authority any remaining sums within thirty (30) days of such date.

6 DEFAULTS AND REMEDIES

6.1 DEFAULTS

Company shall be in default of this Contract upon the occurrence of any of the following events:

- a. If Company fails to comply with any of the provisions required of Company under this Contract, and such failure continues for a period of twenty-four (24) hours after written notice thereof is given to Company by the Authority; or
- b. If, by operation of law or otherwise, the right, title, or interest of Company in this Contract is transferred to, passes to, or devolves upon any other person, firm, or corporation without prior written consent of the Authority; or
- c. Upon the levy of any attachment or execution of any process of a court of competent jurisdiction which does or will interfere with Company's performance under this Contract, and which attachment, execution, or other process of such court is not enjoined, vacated, dismissed, or set aside within a period of thirty (30) days; or
- d. Upon the suspension, revocation, or termination of any power, license, permit, or authority that has the effect of preventing Company from performing under this Contract.

6.2 REMEDIES

Upon the occurrence of any one or more of the events as set forth above, or upon any other default or breach of this Contract by Company, the Authority may, at the Authority's sole option, exercise concurrently or successively, any one or more of the following rights and remedies without waiving such default or breach:

- a. Interplead funds to a court or pay any sum required to be paid by Company to parties other than the Authority, and which Company has incurred in connection with this Contract and failed to pay. Any amount so paid in good faith by the Authority, together with interest thereon at the maximum rate provided by law from the date of such payment, and all expenses connected therewith shall be repaid by Company to the Authority on demand; or
- b. Enjoin any breach or threatened breach by Company of any covenants, sections, terms, provisions, or conditions hereof; or
- c. Bring suit for the performance of any covenant devolving upon Company for performance or damage thereof, all without terminating this Contract; or

- d. Terminate this Contract upon ten (10) days written notice to Company, specifying date of termination and upon payment of all fees and expenses incurred prior to termination.

7 RIGHTS AND REMEDIES CUMULATIVE AND NOT EXCLUSIVE

All rights and remedies granted to Authority herein and any other rights and remedies which Authority may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that Authority may have exercised any remedy without terminating this Contract shall not impair Authority's rights thereafter to terminate or to exercise any other remedy herein granted or to which Authority may be otherwise entitled.

8 RECOVERY OF FEES AND EXPENSES

In the event of any claim or other matter in question between the Authority and Company arising out of, or relating to, this Contract or the breach thereof and in addition to any other remedies or recoveries provided herein, the Company shall be liable for and shall promptly reimburse the Authority for any cost or expense incurred by the Authority, including fees and expenses of its attorneys, consultants, and experts, as a result of (i) Company's failure to perform in accordance with the terms of this Contract; (ii) breach of the warranties and guaranties set forth in this Contract; or (iii) any successful action taken by the Authority to enforce the terms of this Contract.

9 WAIVER

Waiver by the Authority of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant, or condition. No term, covenant, or condition of this Contract can be waived except by written consent of Authority, and forbearance or indulgence by Authority in any regard whatsoever shall not constitute a waiver of same to be performed by Company to which the same may apply and, until complete performance by Company of the term, covenant, or condition, Authority shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

10 FORCE MAJEURE

Neither Party shall be liable for any failure or delay in performance under this Contract (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused (i) by causes beyond that Party's reasonable control and (ii) occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or Party to substantially meet its performance obligations under this Contract, provided that, as a condition to the claim of non-liability, the Party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused; however, such delays shall not be grounds for an adjustment in Compensation.

11 ASSIGNMENT

The Company shall not assign the Contract or any part hereof or any monies due or to become due hereunder without the prior written approval of the Authority.

12 SUCCESSORS AND ASSIGNS

The Authority and the Company each binds itself and its partners, successors, executors, administrators and assigns, to the other Party of this Contract and to the partners, successors, executors, administrators, and assigns of such other Party with respect to all covenants, terms, provisions, and conditions of this Contract. Neither the Authority nor the Company shall assign, sublet, or transfer its interest in this Contract without the prior written consent of the other; provided, however, that claims for money due, or to become due the Company from the Authority under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of such assignment or transfer shall be furnished promptly in writing to the Authority. Except as provided for above, if Company should subcontract, assign, or transfer any part of Company's interests or obligations under this Contract without the prior written approval of Authority, it shall constitute a material breach of this Contract.

13 INDEPENDENT COMPANY

Company is an independent contractor with respect to all services performed under this Contract. Company accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for workers' compensation, Social Security, unemployment benefits, or other employee benefits now or hereinafter imposed under any state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by Company on work performed under the terms of this Contract. Company shall defend, indemnify, save, and hold harmless the Authority from any claims or liability for such contributions, benefits or taxes. Nothing contained in this Contract, nor any act of the Authority or Company, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship with the Authority. The Company is not the Authority's agent and the Company has no authority, express, apparent or otherwise, to take any action or execute any documents on behalf of the Authority.

14 NO FINANCIAL INTEREST

Company understands and agrees that no Authority employee or member of the Board of Commissioners of the Authority, Memphis City Council, or Shelby County Board of Commissioners shall receive any financial benefit arising out of this Contract, either directly or indirectly. Further, any fees paid to any person or entity by the Company for assistance in obtaining this Contract with the Authority have been fully disclosed to the Authority in Company's Response, as defined in the "Incorporation of Company's Response" section below and supplemented in writing as necessary throughout this process.

15 INDEMNIFICATION

- a. Company shall defend, indemnify, and hold harmless the Authority and its commissioners, officers, agents and employees, from and against all claims, damages, demands, liability, losses, acts of God, costs, fines, and expenses of any nature whatsoever, including reasonable attorneys' fees, arising out of or resulting from any negligent acts or omissions in connection with Company's performance of this Contract, to the extent caused in whole or in part by Company or its employees, officers, agents, or subcontractors, or caused by others for whom Company is liable except to the extent of intentional misconduct of the Authority. The indemnity set forth in this section shall survive the expiration or earlier termination of this Contract.
- b. When the Company is obligated to provide the Authority a defense hereunder, it shall do so with qualified counsel that is selected by the Company and approved by the Authority. Such approval shall not be

unreasonably withheld. In light of the Authority and the Company's continuing relationship, however, the potential for conflicts of interests exists if the same counsel represents both the Authority and the Company when the Company accepts the Authority's tender of defense under the indemnity provision of this Agreement. Therefore, the Authority retains the right to select its own counsel from a list of qualified attorneys provided by the Company or the Company's insurer. The selected counsel's fees and expenses shall be paid for by the Company or its insurer, and the counsel shall be different from that selected by the Company to represent it in the same matter.

16 LAWS, PERMITS AND LICENSES

Company shall abide by and observe all laws, ordinances, and regulations relating to the work to be done pursuant to this Contract. Company shall secure all permits and pay all license fees required by law before beginning the services.

17 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

17.1 OVERVIEW

The Authority operates a federal Disadvantaged Business Enterprise (DBE) Program and a non-federal Business Diversity Development Program (BDDP) to ensure full and fair opportunities in Authority contracting for businesses owned by socially and economically disadvantaged individuals. 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 Disadvantaged 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.

17.2 IDENTIFICATION OF CONTRACT GOAL AND REQUIREMENTS

For this Contract, the DBE goal is established as see packages. The DBE goal shall apply to Change Orders.

17.3 ASSURANCE REQUIRED BY 49 CFR 26.13

The Contractor, and any sub-recipient or subcontractor, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions; and/or
- (3) Disqualifying the contractor from future bidding as non-responsible.

17.4 PROMPT PAYMENT

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment the prime contractor receives from the Authority. The prime contractor agrees further to return retainage payments to each subcontractor within fifteen (15) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Authority. This clause applies to both DBE and non-DBE subcontractors. 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.

17.5 UTILIZATION OF DBE SUBCONTRACTOR

The Company listed specific DBEs who will perform the work and/or supply the materials related to the Scope of Services. The Company shall utilize those specific DBEs until such time as the Company obtains the written consent of the Authority to terminate a DBE subcontractor in accordance with the provisions of 49 CFR 26.53(f). If the Company fails to obtain the Authority's consent, the Company will not be entitled to any payment for work or material, unless performed or supplied by a listed DBE.

18 INSURANCE REQUIREMENTS

See Exhibit C for Insurance Requirements.

19 DAMAGE TO AUTHORITY PROPERTY

Company agrees to promptly notify Authority of any damage caused to Airport property arising from Company's activities at the Airport. Company also agrees to comply with any request made by the Authority for reimbursement of costs associated with any damage to Airport property arising from the use of the Airport by Company or any of Company's representatives, managers, employees, agents, contractors, subcontractors, licensees or invitees or from the conduct of same. This provision shall survive the termination of this Contract.

20 AUDIT

The Authority shall have the right to audit this Contract along with any and all books, documents, and records relating thereto, as deemed necessary by the Authority, in its sole discretion. The books, documents, and records of Company in connection with this Contract shall be made available to the Authority in the Authority's offices or other locations in Memphis, Tennessee, acceptable to the Authority, within ten (10) days after a written request is made. The Authority may audit the Company's records at any time within three (3) years of each year ended June 30. The provisions of this section shall survive the expiration or earlier termination of the Contract by a period of no less than three (3) years.

21 GOVERNING LAW

This Contract shall be interpreted, construed and performance shall be governed by and in accordance with the laws of the State of Tennessee. Authority and Company irrevocably agree that should any litigation arise out of this Contract, it shall be brought in the state or federal courts in Shelby County, Tennessee.

22 SURVIVAL OF OBLIGATIONS

All obligations of the Parties that either expressly or by their nature survive the expiration or termination of this Contract shall continue in full force and effect subsequent to, and regardless of, this Contract's expiration or termination and until they are fully satisfied or by their nature expire.

23 INCORPORATION OF AUTHORITY'S REQUEST FOR PROPOSALS

The Authority's Request for Proposal, 23-0006, shall be incorporated in its entirety herein by reference. Accordingly, the Company shall be obligated to meet all requirements including, but not limited to, DBE requirements and Performance Bonds as described in the Proposals; provided, however, that where an express provision of this Contract conflicts with any provision of the Request for Proposals, this Contract shall control.

24 INCORPORATION OF COMPANY'S RESPONSE

Company's timely response to the Authority's Request for Proposals ("Company's Response") shall be incorporated in its entirety herein by reference. Company and Authority acknowledge that Company's Response was a valuable consideration in the award of this Contract to the Company and is an authoritative reference for understanding the intention of the Parties to this Contract. Accordingly, Company shall be obligated to meet all specifications described in Company's Response; provided, however, that any conflict between an express provision of this Contract and any provision of Company's Response shall be resolved in the following order: (1) the provisions of this Contract, (2) Scope of Services, and (3) Schedule of Compensation.

25 UNCONDITIONAL OBLIGATION TO PROCEED

Notwithstanding anything herein to the contrary, when the Authority has requested work for which time is of the essence, the Company will proceed with the work even if it has a dispute with the Authority concerning the amount to be paid.

26 CONTRACT DOCUMENTS

The documents which comprise the entire Contract between the Authority and the Company ("Contract Documents") consist of the following:

- a. This Contract
- b. Exhibit A – Scope of Services
- c. Exhibit B – Schedule of Compensation
- d. Exhibit C – Insurance Requirements
- e. Exhibit D – Grounds Maintenance Quality Audit
- f. Exhibit E - Turf Maintenance Program

- g. Exhibit F - Required contract provisions for Airport Improvement Program and for Obligated Sponsors

27 SEVERABILITY

In the event any provisions of this Contract shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties. One or more waivers by either Party of any provision, term, condition or covenant shall not be construed by the other Party as a waiver of a subsequent breach of the same by the other Party.

28 BONDS

The Company is required to furnish a Performance Bond and a Labor and Material Payment 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 Company's performance of the Contract. The bonds shall be made payable to the Memphis-Shelby County Airport Authority and shall remain in force for the duration of the Contract.

The bonds submitted by Company must include an original or certified copy of the Power of Attorney authorizing the Attorney-in-Fact to execute the bonds on behalf of the Surety. The bonds provided to the Authority in connection with this Contract shall be executed by the Company 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.

29 GENERAL WARRANTY AND CORRECTION OF WORK

The Company warrants to the Authority that all materials and equipment furnished in performance of the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective.

The Company shall promptly correct all defective Work whether observed before or after the substantial completion date and whether or not fabricated, installed or completed. The Company shall bear all costs of correcting defective Work.

If, within one (1) year after the substantial completion date, any of the Work is found to be defective, the Company shall correct it promptly after receipt of a written notice from the Authority to do so.

All defective or non-conforming Work shall be removed from the site of the Work if necessary, and the Work shall be corrected to comply without cost to the Authority. The Company also shall bear the cost of making good all work of other contractors destroyed or damaged by removal or correction of the defective Work of Company.

If the Company fails to timely and properly correct defective Work, the Authority may correct it and hold the Company liable for all costs, expenses and damages, including attorney's fees and litigation costs incurred by Authority in correcting it.

In addition to the foregoing warranty, a warranty period of one (1) year shall apply under the same terms and conditions as the original warranty, to any work, supplied in correction of defective work under warranty and the Company shall assign to the Authority any warranties, including extended warranties, which are available in connection with the performance of such correction of defective Work. The warranty period shall commence on the date the Authority accepts the corrective Work of the Company.

30 NOTIFICATION

All written notices, demands or requests of any kind that either Party desires to serve on the other Party in connection with this Contract may be served by hand-delivery or by mail at the addresses below or such other addresses as may be provided in writing. Any such notice or demand so served by mail shall be mailed or delivered by certified or registered mail with postage or fees thereon fully prepaid, and addressed to the Parties as follows:

If to Authority: Memphis-Shelby County Airport Authority
Director of Procurement
2491 Winchester Road, Suite 113
Memphis, TN 38116-3856

Memphis-Shelby County Airport Authority
General Counsel
2491 Winchester Road, Suite 113
Memphis, TN 38116-3856

If to Company: [VENDOR NAME]
[POINT OF CONTACT]
[ADDRESS]
[CITY, STATE ZIP]

Any notice to either Party relative to any part of the Contract shall be considered delivered and the service thereof completed when said notice is posted by certified or registered mail to the other Party at its last given address or delivered in person to the other Party or to its authorized representative.

31 ENTIRE AGREEMENT

This Contract constitutes the complete agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, stipulations, representations, or agreements, whether written or oral. The provisions of this Contract may only be modified, amended or waived by a written instrument executed

by the Parties. If any provision or term of this Contract shall be determined to be illegal, invalid or unenforceable, the remainder shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

32 EXECUTION OF CONTRACT

The parties hereby agree and express their intent to execute this Contract electronically if Authority has a designated information processing system. The parties also hereby agree that this Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

The remainder of this page left blank intentionally.

IN WITNESS WHEREOF, the signatures of the respective Parties by their duly authorized officers on the date first above written.

MEMPHIS-SHELBY COUNTY AIRPORT AUTHORITY

[VENDOR NAME]

By: _____

By: _____

Title: President and CEO

Title: _____

Approved as to Content:

By: _____

Title: Executive VP of Operations/COO

Reviewed and Approved:

By: _____

Title: Director of Maintenance

Approved as to Form and Legality

By: _____

Title: General Counsel

EXHIBIT A

SCOPE OF SERVICES

INSERT SCOPE OF SERVICES

EXHIBIT B

SCHEDULE OF COMPENSATION

INSERT SCHEDULE OF COMPENSATION

EXHIBIT C

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.

C.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.

C.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 with limits not less than:

\$1,000.000 bodily injury and property damage per occurrence
\$1,000,000 products and completed operations aggregate
\$2,000,000 general aggregate

C.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'. 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 each accident

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.

C.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:

\$500,000 for bodily injury by accident

\$500,000 for bodily injury by disease

\$500,000 policy aggregate

C.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

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

C.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

\$ 1,000,000 policy aggregate

C.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.

C.3 OTHER INSURANCE PROVISIONS

The required insurance shall contain the following additional provisions:

C.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@**.

C.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.

C.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.

C.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 contractors and 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.

C.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.

C.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.

C.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.

C.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.

C.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 Lessor 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 00 03 naming the Authority as alternate employer on leasing company's workers' compensation and employers liability policy;
- d. Require leasing company to provide waiver of subrogation in favor of Lessor on leasing company's workers' compensation insurance policy; and
- e. Provide the Lessor with a copy of leasing company's certificate of insurance, with endorsements, evidencing the required coverage.

C.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.

EXHIBIT D
Grounds Maintenance Quality Audit

Management Co: _____ Property Name: _____ Contractor's Rep: _____ Date of Report: _____	<div style="text-align: center;">INSPECTION APPROVAL</div> Company: _____ MSCAA: _____ Date of Signature: _____
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FUNCTION	Audit #1	Audit #2	Comment
1.0 SHRUB CARE FOR SHRUBS			
1.1 Pruning – Shrubs & GC			
1.2 Plant Fertility			
1.3 Weed Control			
1.4 Mulch			
1.5 Insect & Disease			
2.0 SHRUB CARE FOR TREES			
2.1 Pruning – Trees			
2.2 Plant Fertility			
2.3 Weed Control			
2.4 Mulch			
2.5 Insect & Disease			
3.0 MAINTAINING OUTLYING AREAS			
3.1 Grass Height			
3.2 Pruning – Trees			
3.3 Removal of Trash / Debris			

EXHIBIT E

Turf Maintenance Program

(Minimum Requirements)

January:	High Calcium Lime at 10lbs. Per 1000 square feet.
February: Mid-Month	Pre-emergent herbicide 2 quarts per acre. Post-emergent broadleaf herbicide as needed. 2 quarts per acre.
April: End of Month	Pre-emergent herbicide 2 quarts per acre. Post-emergent broadleaf herbicide as needed. 2 quarts per. 25-2-5 30% slow release fertilizer. 3.3lbs./1000 Sq.Ft.
May/June:	30-0-10 25% slow release fertilizer. 3.3lbs./1000 Sq.Ft. 50lb. Bag 15,000 SQ.FT. MSMA grassy weed post emerge herbicide
July/August:	Same May/June.
September/ October:	Pre-M (Pendulum, Simazine) Begin Winterizer fertilizer (10-0-40 with 2% Iron) Three-Way herbicide as needed.

EXHIBIT F

REQUIRED CONTRACT PROVISIONS FOR AIRPORT IMPROVEMENT PROGRAM AND FOR OBLIGATED SPONSORS

Federal Laws and regulations require that recipients of federal assistance include contract provisions in certain contracts without modification. The provisions in this section apply to this Agreement. The Company shall incorporate the applicable provisions, as indicated in this section, in all of the subcontracts that it enters into for work to be performed related to this Agreement.

Certain provisions must be included in all sponsor contracts, regardless of ***whether or not*** the contracts are federally funded. This requirement was established when a sponsor accepted the Airport Improvement Program (AIP) grant assurances.

1 GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subtier contractors from the bid solicitation period through the completion of the Contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

2 TITLE VI COMPLIANCE WITH NON-DISCRIMINATION REQUIREMENTS

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. COMPLIANCE WITH REGULATIONS

The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.

2. NON-DISCRIMINATION

The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment

practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT

In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the Contractor's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. INFORMATION AND REPORTS

The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. SANCTIONS FOR NONCOMPLIANCE

In the event of a Contractor's noncompliance with the Non-discrimination provisions of this Contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the Contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a Contract, in whole or in part.

6. INCORPORATION OF PROVISIONS

The Contractor will include the provisions of paragraphs 2.1 through 2.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

3 TITLE VI LIST OF PERTINENT NON-DISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- (2) 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- (3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- (5) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- (6) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- (7) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- (8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- (9) The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with

disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- (11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- (12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

4 FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

5 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.