

**REQUEST**

**FOR**

**BIDS**

***CARGO BUILDING 4 ROOF REPLACEMENT***

***SMALL BUSINESS PARTICIPATION PROGRAM***

***RFB NUMBER 19-1423-40-01***

**DUE DATE:**

**JANUARY 17, 2024**

## TRANSMITTAL LETTER

November 30, 2023

Dear Respondent,

The Memphis-Shelby County Airport Authority (Authority) is seeking a qualified Respondent to provide the Cargo Building 4 Roof Replacement for the Authority. This Request for Bids (RFB) is under the direction of the Development Department.

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

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

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

No Bidder may withdraw an opened Bid 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 considering the valuation points/dollar-value of the proposal/bid received in relation to such valuation points/expenditures and pursuant to the terms and conditions that are outlined in the adopted policy as amended.

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

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

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## 1 BACKGROUND

The Authority owns and operates Memphis International Airport (MEM), Charles Baker Airport and General DeWitt Spain Airport. Memphis International Airport is 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 **2.27** million passengers were enplaned at the Airport in the Fiscal Year ending June 30, **2023**, an increase of approximately **9%** compared to FY **2022**.

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

## 2 REQUEST FOR BIDS TIMELINE, COMMUNICATIONS AND PROCESS

### 2.1 RFB Timeline

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

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

November 30, 2023	Publication of Legal Notice
November 30, 2023	Release of RFB Documents
December 12, 2023	Pre-Bid Meeting 2:00 p.m.
January 3, 2024	Questions Due from Respondents by 4:30 p.m.
January 8, 2024	Questions and Answers posted on Authority website by 4:30 p.m.
January 17, 2024	Response Due to Authority by 2:00 p.m.
January 22, 2024	Anticipated Purchase Order Commencement Date

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

## **2.2 Communication with the Authority during this RFB**

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

## **2.3 Addenda**

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

## **2.4 Pre-Bid Meeting**

A Pre-Bid meeting will be held December 12, 2023, at 2:00 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. Attendees, please register at [www.eventbrite.com](http://www.eventbrite.com).

Site visits upon request only. Please call (901) 922-8009.

## **2.5 Questions Regarding RFB**

Questions regarding this RFB must be submitted in written form via email to Nathan Luce at [Bids@flymemphis.com](mailto:Bids@flymemphis.com). Questions will be accepted until 4:30 PM, January 3, 2024. Answers will be provided by 4:30 p.m., January 8, 2024. Answers will only be posted on the website, [www.flymemphis.com](http://www.flymemphis.com).

## **2.6 RFB and Response Submissions**

A copy of this RFB will be available on the Authority's website, [www.flymemphis.com](http://www.flymemphis.com)

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

All responses shall be sealed and clearly marked with the Respondent's name and address and the words "Cargo Building 4 Roof Replacement" and "RFB Number 19-1423-40-01" on the outside of the envelope or container. The Respondent shall allow sufficient time to ensure receipt of the response. It is the sole responsibility of the Respondent to have the response delivered to the Authority at the address below before the closing hour and date given in this RFB.

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

Responses must be received at the address below **before 2:00 PM Local Time on January 17, 2024**:

Procurement Department  
Memphis-Shelby County Airport Authority  
4150 Louis Carruthers Drive  
Memphis, Tennessee 38118

**Complete & Attach Bid Envelope Form to the outside of the envelope.**

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

Join Microsoft Teams Meeting:

Meeting ID: 214 058 570 89

Passcode: JgcCfd

Audio only: (872) 242 8851

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

## **2.7 Rejection of Responses / Cancellation of RFB**

The Authority reserves the right to reject any or all responses to this RFB, including but not limited to, any response that contains exceptions to the minimum requirements and/or specifications or fails to meet the minimum requirements and/or specifications in whole or in part. Responses containing terms and conditions other than those specified herein may be considered nonresponsive. Partial or incomplete responses may be rejected. The Authority reserves the right to reject responses or penalize

Respondents who do not follow the requirements of the RFB and, likewise, to waive any informalities, technicalities, or omissions therein. Responses having any erasures or corrections shall be initialed in ink by the Respondent. Unsigned responses will be considered nonresponsive.

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

## **2.8 RFB to Bind Bidder**

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

## **2.9 Response Modification or Withdrawal**

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

## **2.10 Response Costs**

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

## **2.11 Protest**

Any protest must be filed in writing and received by the Authority within seven (7) calendar days of the date of the occurrence of the event that is the subject of the protest, *e.g.*, the opening of responses, the award, or a determination that a respondent is not responsible or that a response is not responsive.

Any protest must be delivered to the Authority during the business hours of 7:00 AM – 3:30 PM Local Time 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 regarding the application, meaning, or interpretation of the specifications contained herein will be considered after the opening of the subject RFB.

### **3 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 T.C.A. § 12-4-119, 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.

### **4 TERMS AND CONDITIONS**

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

### **5 BUY LOCAL INITIATIVES**

The Authority shall give a preference to businesses with their principal place of business in the County of Shelby, State of Tennessee in awarding contracts and making purchases whenever the application of such a preference is reasonable in light of the dollar-value of the bid that is received in relation to such expenditures and pursuant to the terms and conditions that are outlined in the adopted policy as amended. If applicable, the Authority may also give 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.



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## **6 SMALL BUSINESS PARTICIPATION PROGRAM (SBPP) REQUIREMENTS**

### **6.1 Overview**

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

### **6.2 DBE Liaison Officer**

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

### **6.3 SBPP Qualifications**

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

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

Any additional groups found to be socially and economically disadvantaged by the SBA under section 8(a) of the Small Business Act. Persons or entities who consider themselves a SBE but who are not certified by Authority as a SBE or have not received affirmation

from the Authority or the TNUCP that their certification from another entity is consistent with and acceptable to the Authority or the TNUCP will not be considered. Unless a firm meets the criteria above by the time the responses to this solicitation are due, its participation will not be considered as meeting the SBE criteria in the solicitation. Each business wishing to participate as a SBE or a DBE, for DBEs are considered having met the SBE criteria, must be certified by the time the responses are due.

#### **6.4 Get Certified**

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

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

#### **6.5 Sanctions for Non-Compliance**

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

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

#### **6.6 Prompt Payment / Retainage**

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

There is no retainage or other sums allowed to be withheld from progress payments or any other payments, and any exceptions to this prompt pay/retainage provision must be

requested in writing by the successful Respondent and approved in writing by an Authority Vice-President or higher, prior to the delay or withholding of any payments under this provision.

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

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

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

**6.7 49 CFR Part 26**

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

**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 BOND REQUIREMENTS**

### **8.1 Surety**

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

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

### **8.2 Proof of Surety**

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

### **8.3 Proposal Bond**

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

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

Proposal Bonds provided to the Authority in connection with the RFB shall be duly issued by an insurer or corporate surety on a bond form provided by the Authority in the

Request for Bids Forms section below, or on a form substantially the same as the Authority's form, and which obligates the surety for at least one hundred twenty (120) days following the date on which responses to this RFB are publicly opened; and that is authorized to conduct insurance business in the State of Tennessee.

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

#### **8.4 Performance Bond**

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

#### **8.5 Contractor's Responsibility**

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

## **9 SECURITY AND ACCESS**

### **9.1 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).

The successful Respondent and all employees performing duties under the Contract shall conform to all applicable aviation security procedures regarding the issue, wearing, replacement, and return of personal identification badges, as defined in the Airport Security Program (available through the Airport Identification Office) approved by the Transportation Security Administration (TSA) and amended from time to time.

All employees working under the Contract will be required to display on their person, always while on duty, an identification badge issued by the Authority. Identification badges will be worn on the outermost garment above the waist.

The successful Respondent will provide the Authority with a badge application signed by the authorized signatory of the successful Respondent.

Prior to the issuance of the airport identification badge, an airport badge application must be prepared and submitted to the Airport Identification Office. The application form for airport identification will be provided by the Authority and properly completed by the successful Respondent.

All employees must be able to meet the requirements of the TSA to receive an airport identification badge. Individuals will be issued a badge by the Airport Identification Office only after they have met all necessary security and training requirements including the appropriate certifications of the fingerprint-based background check and the Security Threat Assessment. The authority shall be responsible for all fees associated with the successful Respondent's badge applications; Respondents should not include any costs for badge application fees in their proposals.

To ensure control and accountability of airport identification badges, the successful Respondent will notify the Authority of the termination of any employee immediately and submit written notification of badge status of terminated employees within twenty-four (24) hours to the Security Access Supervisor, Airport Identification Office. The Airport Identification Office shall be immediately notified if the badge is not recovered for any reason. Failure to recover the identification badge and return it to the Airport Identification Office will result in a one-hundred-dollar (\$100.00) fee assessed to the successful Respondent. The successful Respondent will also receive a Monthly Status Report and will verify the accuracy of that report monthly.

ID badges reported lost or stolen must be thoroughly investigated and closely scrutinized. Replacement ID badges may be issued only upon written request from the Respondent. Such a request must be in the Company letterhead, stating the circumstances surrounding the loss, and be signed by an authorized Company representative on file with the Airport Identification Office. Replacement fees will be assessed to the successful Respondent; replacement fees for lost or stolen badges will be:

- First replacement \$100.00
- Second replacement \$150.00
- Third replacement\* \$200.00

\*Requires approval of the Director of Operations and Public Safety

## **9.2 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 9.1 Security and Access, to access areas beyond these checkpoints.

### **9.3 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 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.

## **10 SCOPE OF SERVICES**

The scope of work generally consists of a complete overlay of approximately 22,000 sq. ft. of the existing roof at Cargo Building 4. The work includes, but are not limit to, install new ½” mechanically attached high density poly rigid insulation cover board, roof material to include 60 mil TPO roofing cover and boards, replace metal coping and blocking, install new guard railing and roof hatch safety rails and gate and new walk pads. Repair area damaged by moisture and seal all pipe penetrations. Contractor must have 3 years of verifiable commercial roofing experience in comparable projects.

Roof drawings, specifications, and plans can be found at [Cargo Building 4 Roof Replacement](#)

Disclosure: An asbestos survey of the Cargo Building 4 roofing structure was conducted by the Authority consultant, report found at [Asbestos Survey Inspection](#) . Several roofing materials were discovered to be Category I non-friable asbestos containing materials (ACM). This project does not require disturbance of these materials; therefore, abatement will not be required. However, if contractor plans to disturb these materials, ACM abatement in that area must be conducted by a TN-licensed asbestos abatement contractor.

## **11 RESPONSE STRUCTURE**

It is not the intent of the Authority to restrict response preparation; however, to enable the Authority to evaluate each response in a uniform manner, all Bidders shall structure their response by submitting the response using the forms provided in Section 14 below and submitting data as requested in the following sections:

### **11.1 Bidder Envelope Form**

Bidders must submit the Bidder Information Form provided in Section 14 below.

### **11.2 Exceptions**

The bidder must state in detail, on the Exception to Specifications form provided in Section 14.2 below and referencing the specified item, any proposed equivalent item including Manufacturer, Item Number, and brief description.

### **11.3 Price Schedule**

Using the Price Schedule form provided in Section 14.3 below, Bidder must furnish a bid price for the specified item(s). In the event of a discrepancy between a unit price bid and an extended total in the bid proposal, the extended price shall govern.

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

## **12 AWARD**

### **12.1 Authority's Right to No Award or Partial Award**

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

### **12.2 Anticipated Contract Date**

The Authority anticipates the commencement date of the Contract to be January 22, 2024.

## **13 PAYMENT TERMS**

### **13.1 Payment and Billing Requirements**

#### **13.1.1 Invoice Submittal**

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

Finance Department – [acctpayable@flymemphis.com](mailto:acctpayable@flymemphis.com)

#### **13.1.2 Payment Terms**

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



**13.1.3 Taxes**

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

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**14 BID ENVELOPE FORM**

**BID ENVELOPE  
AUTHORITY BID NO. 19-1423-40-01**

NAME OF BID: Cargo Building 4 Roof Replacement

BIDS DUE: January 17, 2024 TIME: 2:00 PM (CDT)

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

**BIDDER IDENTIFICATION:**

Bidder \_\_\_\_\_

Address \_\_\_\_\_

**TENNESSEE CONTRACTOR LICENSE INFORMATION:**

License Number \_\_\_\_\_

License Classification Applicable to Project \_\_\_\_\_

License Expiration Date \_\_\_\_\_

Dollar Limit \_\_\_\_\_

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

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

	Sub-contractor List	License No.	Applicable Classification	Expiration Date	Dollar Limit
Electrical					
Plumbing					
Heating					
Ventilation					
Air Conditioning					
Masonry					

**BID ENVELOPE**

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

**14.1 Proposal Bond**

**PROPOSAL BOND**

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

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

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

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

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

in the sum of \$5,000.00, for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind us, 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 Cargo Building 4 Roof Replacement, Proposal Number 19-1423-40-01, and more fully described in said Request for Qualifications and made a part hereof and incorporated herein by reference; and

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

NOW, THEREFORE, if the Proposal shall be accepted and the Principal shall enter into a Contract in accordance with the terms of such Proposal, and furnish such bonds and proof of insurance as required in the Proposal or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the performance thereof and in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bond, then this obligation shall be void, otherwise the same shall remain in full force and effect. The Principal or the Surety shall not be liable for any amount more than 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

**14.2 Exception to Specifications (Required)**

**Must be returned with response**

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

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

RFB Specification	Detailed Exception

(Use additional pages if needed)

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

\_\_\_\_\_  
 Signature of Authorized Representative

**14.3 Pricing Schedule (Required)**

The Company shall provide Cargo Building 4 Roof Replacement in accordance with the Specifications included in Section 10 for the prices shown in the tables below.

**UNIT PRICE SCHEDULE – BASE BID**

ITEM NO.	DESCRIPTION	UNIT	EST. QUANT.	UNIT PRICE	TOTAL EST. PRICE
1	ROOF OVERLAY AREA	LS	1	N/A	\$ _____
2	INSTALL PROTECTION WALKPADS	LS	1	N/A	\$ _____
3	INSTALL NEW SAFETY GUARDRAIL AND GATE.	LF	1	\$ _____	\$ _____
4	REMOVAL OF PEA GRAVEL	LS	1	N/A	\$ _____
5	CLEAN PREP & REPAINT ROOF HATCH AND ANY EXPOSED FERROUS METALS (RAIL, GAS LINES, ETC.)	LS	1	N/A	\$ _____
6	INSTALL NEW COPING	LF	560	\$ _____	\$ _____
7	INSTALL NEW TPO EXPANSION JOINT WITH BACKER RODS	LF	119	\$ _____	\$ _____
8				\$ _____	\$ _____
9				\$ _____	\$ _____
	SUM TOTAL OF ITEMS 1-7	-	-	-	\$ _____

**BASE BID TOTAL (TOTAL OF LINE ITEMS 1-7):**

\_\_\_\_\_ (use words) \_\_\_\_\_

(\$ \_\_\_\_\_)

F.O.B.: Delivered, 4150 Louis Carruthers Drive, Memphis, TN 38118      Proposed Delivery Date: \_\_\_\_\_

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

Bidder: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**14.4 Information on All Firms Providing Responses (Required)**

**Information on All Firms that Provided Bids or Quotes**

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

Authority RFB No.: 19-1423-40-01 – CARGO BUILDING 4 ROOF REPLACEMENT

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

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

**14.5 Voluntary Disclosure of Respondent Data (Voluntary)**

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

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