

**REQUEST**

**FOR**

**BIDS**

***CARGO 2 BUILDING ROOF REPLACEMENT  
SMALL BUSINESS PARTICIPATING PROGRAM (SBPP)***

***RFB NUMBER 19-1423-37-01***

**DUE DATE:**

**MARCH 5, 2025**

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**TRANSMITTAL LETTER**

January 21, 2025

Dear Bidder,

The Memphis-Shelby County Airport Authority (Authority) is seeking a qualified Bidder to provide a Cargo 2 Building 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 Bidders. The RFB limits the manner, method, and type of communications that the Authority and Bidders 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 Bidders 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 Bidders 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 Bidder 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 Bidder. All Bidders must use forms provided by the Authority.

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

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

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

Sincerely,

Kenneth Parrish, ACE  
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 second busiest cargo airport and the single largest economic engine in the Mid-South.

The Airport is primarily an origin and destination (O&D) airport. MEM served a record 4.9 million O&D passengers in 2024.

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).

January 21, 2025	Publication of Legal Notice
January 21, 2025	Release of RFB Documents
February 6, 2025	Pre-Proposal Meeting @ 9:00 a.m. and Site visit to follow
February 18, 2025	Questions Due from Bidders by 4:30 p.m.
February 25, 2025	Questions and Answers posted on Authority website by 4:30 p.m.
March 5, 2025	Response Due to Authority by 2:00 p.m.
April 17, 2025	Anticipated Board Approval of the Award of Contract
May 1, 2025	Anticipated Contract Commencement Date

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

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

The Authority has designated Kenneth Parrish, ACE Director of Procurement, to be responsible for coordinating communications between the Authority and Bidders. Bidders should direct all communications to the Procurement Department via email at [Bids@flymemphis.com](mailto:Bids@flymemphis.com). Bidders 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 Bidder 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 Bidder. The only exception to this requirement is for communications between prospective Bidders 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). Bidders are responsible for checking the Authority's website up to the time of the RFB submission deadline.

## **2.4 Pre-Proposal Conference**

A pre-proposal conference and site visit will be held February 6, 2025, at 9:00 a.m. at the Authority's Board Room on the Mezzanine Level, Terminal B of the Memphis International Airport, 2491 Winchester Road, Memphis, TN 38116. All Attendees, please register at [www.eventbrite.com](http://www.eventbrite.com).

## **2.5 Questions Regarding RFB**

Questions regarding this RFB must be submitted in written form via email to Kenneth Parrish, ACE at [Bids@flymemphis.com](mailto:Bids@flymemphis.com). Questions will be accepted until 4:30 PM, February 18, 2025. Answers will be provided by 4:30 p.m., February 25, 2025. 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)

Bidders 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 Bidder's name and address and the words "Cargo 2 Building Roof Replacement" and "RFB Number 19-1423-37-01" on the outside of the envelope or container. The Bidder shall allow sufficient time to ensure receipt of the response. It is the sole responsibility of the Bidder to have the response

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delivered to the Authority at the address below before the closing hour and date given in this RFB.

Bidders 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 March 5, 2025:**

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

RFB Number 19-1423-37-01. Complete and Attached the Bid Envelop 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 via Microsoft Teams.

Join Team Meeting

Meeting ID: 219 056 308 893

Passcode: it3x92sz

Download Teams | Join on the web

Or call in (audio only)

+1 872-242-8851, United States, Chicago

Phone Conference ID: 130 428 423#

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 Bidder 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 Bidders 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 Bidder. Unsigned responses will be considered nonresponsive.

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

### **2.8 RFB to Bind Bidder**

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

### **2.9 Response Modification or Withdrawal**

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

### **2.10 Response Costs**

All costs incurred in preparing the response to this RFB, participating in this process and negotiating with the Authority, whether or not a contract is awarded, shall be solely the responsibility of the Bidder. 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 Bidder 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:

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

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

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

### **3 STATE OF TENNESSEE PURCHASING PROVISIONS**

Iran Divestment. By submission of a response, each bidder and each person signing on behalf of any bidder 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 bidder 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 bidder 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 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**

This is not a federally funded procurement. 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 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 SMALL BUSINESS PARTICIPATION PROGRAM (SBPP) REQUIREMENTS**

#### **6.1 Overview**

The Authority operates a Small Business Participation Program (SBPP) to ensure full and fair opportunities in Authority contracting for small businesses. The Authority administers the SBPP program consistent with 49 CFR Part 26 as outlined below and otherwise indicated in the SBPP requirements. Only firms that are certified consistent with 13 CFR Part 121 or 49 CFR Part 26 will



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be certified as a Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) for the purpose of SBPP requirements.

This section, entitled “Small Business Participation Program” is provided to assist Respondents. The information contained in this section is not intended to supplement or amend any federal regulation. All Respondents are responsible for compliance with all applicable rules and requirements.

## **6.2 SBPP Required Forms**

It is a requirement that all Respondents providing services for the Authority take all reasonable steps to ensure that SBEs, including DBEs, have a full and fair opportunity to compete for and perform contract work without discrimination based on age, race, sex, color, national origin. 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.

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

### **6.2.1 Assurance Statement/Letter of Intent**

The Respondent must submit an Assurance Statement for each SBE, which includes DBEs, 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 SBE should sign the Assurance Statement. The Respondent must submit the prescribed form in Section 15.1 below on Company Letterhead.

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

All portions of the Assurance Statement must be completed (including the description of work, the estimated contract amount, and the estimated dollar value of SBE participation for counting and goal purposes) before the Assurance Statement is signed by either the SBE or the Respondent. If the SBEs, 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 SBEs, and if applicable, the 2nd/3rd Tier Subcontractor’s signature(s) and a quote/proposal from the SBE as described above, the Respondent will be given 24 hours from the bid submission deadline to submit the completed Assurance Statement signed by the SBE 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 SBE signature. These signed Assurance Statements must be submitted pursuant to the same location and time restrictions that applied to the solicitation response.

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 SBE participation.

**6.2.2 Respondent SBE Goals Accomplishment Statement**

The prescribed form provided in Section 15.2 must be submitted on Respondent's company letterhead.

**6.2.3 Information on All Firms Providing Responses**

The prescribed form provided in Section 15.3 must be completed by Respondent.

**6.3 SBE 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 prescribed form provided in Section 15.4 must be completed by Respondent.

**6.4 SBPP Qualifications**

The Authority certifies all of its DBE's and Small Business Enterprises (SBE) through internal processes. The Authority compiles a directory of firms who have met the Authority's selection criteria for eligibility as SBE's. You can review the directory of certified 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 rules that govern eligibility and certification of SBE are found generally at 13 CFR Part 121. These rules define a SBE as a for-profit, small business concern which is at least fifty-one percent (51%) owned and controlled by individuals meeting the small business criteria. In addition, the personal net worth of the owners of the small business concern must not exceed two million forty-seven thousand dollars (\$2,047,000).

**6.5 Liaison Officer**

For questions or information related to the SBPP program, contact ReGina Armstrong, the Senior Manager of Business Diversity Development at (901) 922-0255.

**6.6 SBE Certification**

The Authority is a certifying member of the Tennessee Department of Transportation Unified Certification Program (TNUCP). TNUCP is a cooperative of entities that are recipients of federal funds that have developed a "one-stop shop" for certification throughout the State of Tennessee. The Authority compiles a directory of firms who have met the criteria for eligibility as a SBE or DBE. You can view the directory of certified firms at [www.flymemphis.com](http://www.flymemphis.com) or at [www.tdot.tn.gov](http://www.tdot.tn.gov). In order to be considered as meeting the SBE goal for this Contract, each

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business wishing to participate as a SBE, including DBEs, must be certified in accordance with 13 CFR Part 121 or 49 CFR Part 26. Out of state firms may be granted reciprocity by a TNUCP certifying member with an existing certification from their home state. Unless a firm is certified by a TNUCP certifying member by the time the responses to this solicitation are due, its participation will not be considered as meeting the SBE goal in the solicitation. Each business wishing to participate as a SBE, including DBEs, must be certified by the time the responses are due.

### **6.7 Identification of Contract Goal and Requirements**

For this Contract, the SBPP goal is established as 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 Assurance Statement proposes a SBE percentage less than the established goal, the Respondent must, at the time of making the response, submit appropriate documentation showing good faith efforts to meet the established goal. The Authority reserves the right to request additional documentation or information from Respondent regarding its Assurance Statement and; if applicable, any good faith efforts documentation. If the Authority enters into a contract based on the Respondent's Goals Accomplishment Statement and documentation, the SBE percentage accepted by the Authority will become a contractual requirement. If the Respondent's Assurance Statement proposes to attain a SBE percentage higher than the established goal, the established goal will remain the contractual requirement.

Respondents shall not contract with, demand, require or coerce a SBE into any agreement or into the signing of any Assurance Statement or any other document which prohibits the SBE from providing subcontracting quotations or doing business with other Respondents. The SBE shall be free to provide their services to any number of Respondents. To ensure that all obligations under sub-contracts awarded to a SBE are met, the Authority will review the agreement between the Respondent and SBE, and Respondent's SBE involvement efforts during the performance of the Contract.

### **6.8 Good Faith Efforts Statement and Requirements**

Respondents must either meet the SBPP 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's Goals Accomplishment Statement. This statement should show that they took all necessary and reasonable steps to achieve the SBE goal, which could reasonably be expected to obtain sufficient SBE participation, even if they were not fully successful. The Respondent's 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 SBE participation and may be included in the Respondent's 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:

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- 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 SBE who have the capability to perform the work of the Contract. The Respondent must solicit this interest within sufficient time to allow the SBE to respond to the solicitation and take appropriate steps to follow-up on initial solicitations to determine interest.
  - b. Selecting portions of the work to be performed by a SBE to increase the likelihood that the goals of the SBE will be achieved.
  - c. Providing any interested SBE 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 SBE. It is the Respondent's responsibility to make a portion of the work available to SBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available SBE subcontractors and suppliers, to facilitate SBE participation.
  - e. Not rejecting any SBE as being unqualified without sound reasons based on a thorough investigation of their capabilities.
  - f. Making efforts to assist any interested SBE in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
  - g. Making efforts to assist any interested SBE in obtaining necessary equipment, supplies, materials, or related assistance or services.
  - h. Effectively using the services of available small business organizations and groups; local, state, and Federal small business assistance offices; and other organizations as allowed on a case-by-case basis to aid in the recruitment and placement of any SBE.

For each SBE listed as a regular dealer or distributor the Authority will make a preliminary counting determination to assess the SBE's eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in § 26.55(e)(2)(iv)(A), (B), and (C) and (e)(3) under the contract at issue. The Authority's preliminary determination shall be made based on the SBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. Where the SBE supplier does not affirm that its participation will meet the specific requirements of either a regular dealer or distributor, the Authority is required to make appropriate adjustments in counting such participation toward the bidder's good faith efforts to meet the contract goal. The bidder is responsible for verifying that the information provided by the SBE supplier is consistent with the counting of such participation toward the contract goal.

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If a Respondent has not met the SBE goal and submits Respondent's 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 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 SBE goal or established good faith efforts to meet the goal is a judgment call that the Authority will make.

#### **6.9 Administrative Reconsideration**

Within five (5) business days of being informed by the Authority that it is not responsive because it has not documented sufficient good faith efforts, a Respondent may request administrative reconsideration. Respondent should make this request in writing to the following reconsideration official: Terry Blue, President and CEO, Memphis Shelby County Airport Authority, 2491 Winchester Road, Suite 113, Memphis, Tennessee 38116, (901) 922-8000, [tblue@flymemphis.com](mailto:tblue@flymemphis.com). The reconsideration official will not have played any role in the original determination that the Respondent did not document sufficient good faith efforts.

As part of this reconsideration, the Respondent will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The Authority will send the Respondent a written decision on reconsideration, explaining the basis for finding that the Respondent did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

#### **6.10 Counting SBE Participation**

SBE participation shall be counted toward meeting the SBPP goal consistent with the regulations outlined in 49 CFR Part 26, specifically 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 SBE but also the total amount of SBE participation that should be counted toward meeting the goal. 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 SBE participation and in determining which sections of Part 26.55 you need to review in more detail:

a. When a SBE participates in a contract, you count only the value of the work actually performed by the SBE toward SBE goals.

1) Count the entire amount of that portion of a construction contract (or other contract not covered by paragraph (a)(2) of this section) that is performed by the

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SBE's own forces. Include the cost of supplies and materials obtained by the SBE for the work of the contract, including supplies purchased or equipment leased by the SBE (except supplies and equipment the SBE subcontractor purchases or leases from the prime contractor or its affiliate).

2) Count the entire amount of fees or commissions charged by a SBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward SBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3) When a SBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward SBE goals only if the SBE's subcontractor is itself a SBE. Work that a SBE subcontracts to a non-SBE firm does not count toward SBE goals. a. When a SBE participates in a contract, you count only the value of the work actually performed by the SBE toward SBE goals.

4) Count the entire amount of that portion of a construction contract (or other contract not covered by paragraph (a)(2) of this section) that is performed by the SBE's own forces. Include the cost of supplies and materials obtained by the SBE for the work of the contract, including supplies purchased or equipment leased by the SBE (except supplies and equipment the SBE subcontractor purchases or leases from the prime contractor or its affiliate).

5) Count the entire amount of fees or commissions charged by a SBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of the contract, toward SBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

6) When a SBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward SBE goals only if the SBE's subcontractor is itself a SBE. Work that a SBE subcontracts to a non-SBE firm does not count toward SBE goals.

b. When a SBE performs as a participant in a joint venture, 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 SBE performs with its own forces toward DBE goals.

c. Count expenditures to a SBE contractor toward SBE goals only if the SBE is performing a commercially useful function on that contract. For the definition and explanation of a commercially useful function, see 49 CFR Part 26.55(c).

d. To determine whether a SBE trucking company is performing a commercially useful function see 49 CFR Part 26.55(d).

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e. Count expenditures with SBEs for materials or supplies toward SBE goals as provided in 49 CFR Part 26.55(e). Please note that materials or supplies obtained from a SBE manufacturer are counted differently toward SBE goals than a DBE regular dealer. It is imperative that the bidder consult federal regulations for counting differences.

f. If a firm is not currently certified as a SBE in accordance with the standards of 49 CFR Part 26 Subpart D at the time of the execution of the contract, do not count the firm's participation toward any SBE goals, except as provided for in § 26.87(i)).

g. Do not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward your overall goal.

h. Do not count the participation of a SBE subcontractor toward a contractor's final compliance with its SBE obligations on a contract until the amount being counted has actually been paid to the SBE.

### **6.11 Sanctions for Non-Compliance**

In case of the Respondent's non-compliance with SBE 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. Assessing sanctions; and/or
- d. Payment by the Respondent to the Authority of an amount equal to the difference in the SBE dollar value contracted for and the dollar value achieved in documented DBE participation, which dollar value shall be considered liquidated damages if the Authority determines that Respondent failed to make good faith efforts in meeting the Contract's DBE goal.

### **6.12 Contract Assurance**

The successful Respondent, any successful subrecipient or successful subcontractor shall not discriminate based on race, color, national origin, or sex in the performance of this prime contract. The successful Respondent shall carry out SBPP requirements in the award and administration of Authority 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;



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- c. Liquidated damages; and/or
  - d. Disqualifying the Contractor from future bidding as non-responsible.

**6.13 Prompt Payment / Retainage**

The successful Respondent 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 successful Respondent receives from MSCAA. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the MSCAA. When MSCAA has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the MSCAA. This clause applies to both SBE and non-SBE subcontractors.

Retainage will not be withheld on this project. No retainage will be withheld by MSCAA from progress payments due to the successful Respondent. Retainage by the successful Respondent or subcontractors is prohibited, and no retainage will be held by the successful Respondent from progress payments due to subcontractors.

**6.14 Termination of SBE Subcontracts**

The successful Respondent must not terminate a SBE subcontractor listed in response to this solicitation (or an approved substitute SBE 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 SBE subcontractor with its own forces or those of an affiliate, a non-SBE firm, or with another SBE firm.

The successful Respondent shall utilize the specific SBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains prior written consent as provided in 49 CFR §26.53(f). Unless prior written consent is provided pursuant to 49 CFR §26.53(f), the successful Respondent shall not be entitled to any payment for work or material unless it is performed or supplied by the listed SBE.

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 SBE 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 SBE subcontractor, the prime contractor must give notice in writing to the SBE 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 SBE five days to respond to the successful Respondent's notice. In response, the SBE must advise the Authority and the successful Respondent of the reasons, if any, why it objects to the proposed termination of its subcontract



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and why the Owner should not approve the prime contractor'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 reward deletions of or substitutions for SBE firms put forward by offerors in negotiated procurements. Forms are provided in Section 15.5 and 15.6

### **6.15 SBPP Requirements**

The Respondent shall carry out the SBPPP requirements, including 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 Business Diversity Development Program 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. The form provided in Section 15.7 must be completed by the Bidder.

## **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

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- 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 Bidder 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 Bidder 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 Bidder 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.

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

The successful Bidder 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 Bidder 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 Bidder will conduct their work accordingly. If the Authority determines that any employee(s) of the successful Bidder should not work on the Authority's property or on the Contract, the successful Bidder will immediately comply with the Authority's request to remove employee(s).

The successful Bidder 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, at all times while on duty, an identification badge issued by the Authority. Identification badges will be worn on the outermost garment above the waist.

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

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 Bidder.

All employees must be able to meet the requirements of the TSA in order 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. Authority shall be responsible for all fees associated with the successful Bidder's badge applications; Bidders should not include any costs for badge application fees in their proposals.

In order to ensure control and accountability of airport identification badges, the successful Bidder 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

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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 Bidder. The successful Bidder will also receive a Monthly Status Report and will verify accuracy of that report on a monthly basis.

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 Bidder. Such request must be on 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 Bidder; 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 10 Security and Access, in order to access areas beyond these checkpoints.

### **9.3 Operations of Others**

During the time that successful Bidder 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 Bidder 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.

## **10 SCOPE OF SERVICES**

The scope of work generally consists of a complete overlay of approximately 29,500 sq. ft. of existing roof at Cargo Building 2. The work includes, but are not limit to, removal of existing buildup roofing down to original pea gravel roof, install new 2” mechanically attached new polyisocyanurate rigid insulation cover board, roof material to include 60 mil TPO roofing cover, remove all existing double shell skylights – curbs and flanges to remain, infill existing skylight areas with metal decking and TPO, replace metal coping and blocking, replace and install new roof drains, install new guard railing and roof hatch safety rails and gate and new walk pads and other efforts as required.

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Roof drawings, specifications, Environmental Report and Guidance for Asbestos can be found at the following links:

[Cargo-Building 2 Guidance for Asbestos](#)

[Cargo 2 ACM Report](#)

[Cargo 2 Reroof Technical Specification](#)

[Cargo 2 Reroof Sheet D2-3 Demolition Roof Plan](#)

[Cargo 2 Reroof Sheet A2-3 Roof Plan Details](#)

## **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 14.1 below.

### **11.2 Exceptions**

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.

Bidders 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.

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**12.2 Anticipated Contract Date**

The Authority anticipates the commencement date of the Contract to be May 1, 2025.

**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**

Authority shall use its best efforts to pay invoices within thirty (30) days from 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.



14 REQUEST FOR BIDS FORM

BID ENVELOPE
AUTHORITY BID NO. 25-0009

NAME OF BID: Cargo 2 Building Roof Replacement

BIDS DUE: March 5, 2025 TIME: 2:00 PM (CDT)

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

BIDDER IDENTIFICATION:

Bidder

Address

TENNESSEE CONTRACTOR LICENSE INFORMATION:

License Number

License Classification Applicable to Project

License Expiration Date

Dollar Limit

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

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

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

BID ENVELOPE

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

**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 Bidder/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 Cargo 2 Building Roof Replacement, Proposal Number 19-1423-37-01, 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 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

\_\_\_\_\_  
Bidders 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 insure full compliance at no additional cost to the Authority.

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

**14.3 Pricing Schedule (Required)**

The Company shall provide Cargo 2 Building Roof Replacement in accordance with the Specifications included in Scope of Services 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	REMOVE EXISTING SKYLIGHT ACRYLIS OUTER & INNER DOOM. REPLACE W/ METAL DECKING & TPO ROOF SYSTEM.	LS	1	N/A	\$ _____
3	INSTALL NEW ROOF DRAINS	LS	1	N/A	\$ _____
4	INSTALL PROTECTION WALKPADS	LS	1	N/A	\$ _____
5	INSTALL NEW SAFETY GUARDRAIL AND GATE.	LF	140	\$ _____	\$ _____
6	INSTALL NEW RELIEF VENTS	LS	1	N/A	\$ _____
7	CLEAN PREP & REPAINT ROOF HATCH AND ANY EXPOSED FERROUS METALS (RAIL, GAS LINES, ETC.)	LS	1	N/A	\$ _____
8	INSTALL NEW COPING	LF	712	\$ _____	\$ _____
9	INSTALL NEW TPO EXPANSION JOINT WITH BACKER RODS	LF	97	\$ _____	\$ _____
10	ALLOWANCE FOR UNFORSEEN REPAIRS	LS	1	\$8,000.00	\$8,000.00
11				\$ _____	\$ _____
	<b>SUM TOTAL OF ITEMS 1-10</b>	-	-	-	\$ _____

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: \_\_\_\_\_

**15 SBPP REQUIRED FORMS**

**15.1 BDDP/SBPP Assurance Letter of Intent (Required)**

Submit on Company Letterhead for each SBE Subcontractor

DBE ASSURANCE STATEMENT/LETTER OF INTENT			
<b>RESPONDENT:</b>			
Name of Firm: _____			
Address: _____			
City: _____	State: _____	Zip: _____	
Telephone: _____			
Local Yes _____ No _____ DBE _____ SBE _____			
<b>SUBCONTRACT:</b>			
Name of Firm: _____			
Address: _____			
City: _____	State: _____	Zip: _____	
Local Yes _____ No _____ DBE _____ SBE _____			
Description of work to be performed by DBE: _____ _____ _____			
The Respondent is committed to utilizing the above-named for the work described above. The estimated dollar value \$ _____, which is _____% of the total base bid proposal.			
<b>AFFIRMATION</b>			
The above-named DBE/SBE affirms that it will perform the portion of the contract for the estimated dollar value as stated above			
By: _____			
Signature of DBE/SBE and Title	Date	Name	
By: _____			
Signature of 2 <sup>nd</sup> /3 <sup>rd</sup> Tier Subcontractor and Title	Date	Name	
<b>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. If Respondent does receive award of the prime contract, Respondent commits to using the SBE contractor listed and described to meet the SBE contract goal.</b>			
By: _____			
Signature of Respondent and Title	Date	Name	

**15.2 Respondent SBE Goal Accomplishment Statement (Required)**

Submit on Company Letterhead

**RESPONDENT SBE GOALS ACCOMPLISHMENT STATEMENT**

The undersigned 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 \_\_\_% SBE utilization on this contract.
- The Respondent is unable to meet the DBE goal of \_\_\_% but is committed to a minimum of \_\_\_\_%

SBE 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 dollar value of SBE's participation and compensation and how this has been determined to meet the specific goal requirements of this solicitation in whole or part.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If SBE 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 SBE firms identified in this proposal in the execution of this contract. If for any reason, one or more of the SBE(s) identified here are unable or unwilling to participate, the Respondent will make good faith efforts to replace the SBE with a similar SBE. 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



**Memphis-Shelby County Airport Authority**  
 Memphis, Tennessee

**15.3 Business Diversity Development Program (BDDP/Small Business Participation Plan (SBPP) Bidder's List (Required))**

The Memphis Airport Authority (MEM) maintains bidding statistics, regarding ALL firms bidding on prime contracts and subcontracts on non-federal projects. 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 project – even if you ultimately decided not to use the firm in preparing your final bid. The first line should be used for the **prime contractor** on this project. All sections must be completed to the best of your ability.

Firm Name	PRIME /SUB	POC	DBE Y/N	RACE	GENDER	ADDRESS 1	CITY	STATE	ZIP	TELEPHONE	SCOPE OF WORK	EMAIL ADDRESS	NAICS CODE	FIRM AGE YRS	AGR A= Less \$500k B=\$500K-\$1M; etc

\*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                                      |
| F =Caucasian            | G =African American         | H = Hispanic/Latino American | I = Native American   | J=Asian-Pacific American<br>K=Subcontinent Asian American |
|                         |                             |                              |                       | L=Other   |

**15.4 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)	_____

**15.5 Business Diversity Development Program (BDDP)/Small Business Participation Plan (SBPP) Termination Request**

Prior to submitting this form to Memphis-Shelby County Airport Authority (MSCAA), you must notify the BDDP/SBPP Firm in writing of your intent and allow the Firm five (5) days to respond. MSCAA must be copied on the notice to the firm. NOTE: The prime contractor may not submit a substitution request until after receiving an approved BDDP/SBPP termination.

Project ID:	Contract Amount:	Goal:
Prime Contractor:	Requestor:	
Email:	Phone:	

Committed BDDP/SBPP Firm:		
Original Contract Amount:		Remaining Contract Amount:
BDDP/SBPP Type:	<input type="checkbox"/> Subcontractor/Subconsultant <input type="checkbox"/> Material Supplier (60% credit)	<input type="checkbox"/> Professional Services <input type="checkbox"/> Trucking/Hauling Firm <input type="checkbox"/> Manufacturer Distributor
Scope of Work Description:		
Has BDDP/SBPP Firm been paid for completed work?	<input type="checkbox"/> Yes	<input type="checkbox"/> No / Remaining amount owed:

Is this request due to an MSCAA Change Order?	<input type="checkbox"/> Yes (provide info and statement of impact on BDDP/SBPP participation) <input type="checkbox"/> No (see below)
If NO above, select the reason for the request: <b>(must attach a statement of facts and supporting documentation)</b>	
<input type="checkbox"/> BDDP/SBPP Firm requests removal <input type="checkbox"/> BDDP/SBPP Firm fails or refuses to perform work or furnish materials <input type="checkbox"/> BDDP/SBPP Firm is not a responsible contractor <input type="checkbox"/> Owner died or becomes disabled resulting in the BDDP/SBPP inability to complete the work on the contract	<input type="checkbox"/> BDDP/SBPP Firm is ineligible to receive DBE credit for the type of work required <input type="checkbox"/> Work performed by BDDP/SBPP Firm was unsatisfactory and not in accordance with plans and specifications <input type="checkbox"/> Other documented good cause
Date determined BDDP/SBPP Firm unwilling, unable or ineligible:	
Will this request result in a BDDP/SBPP goal shortfall:	<input type="checkbox"/> No <input type="checkbox"/> Shortfall Amt: _____ (provide BDDP/SBPP utilization summary) Yes /

APPLICABLE NAICS CODES	
NAICS CODES:	DESCRIPTION:

*BDDP/SBPP Response*

<p><i>BDDP/SBPP Response</i></p>
----------------------------------

The undersigned acknowledges that they are authorized to submit this request as a representative of the stated prime contractor.

Requestor Signature:

Date:

**For MSCAA Use Only**

Notice of Intent provided to SBE:  Yes (date sent \_\_\_\_\_)  No (must be sent to SBE 5 days prior to Request)

All required documentation submitted with Request:  Yes  No (all documents must be submitted for review)

Request Approved:  Yes  No Reason:

DBELO Signature:

Date:



**15.6 Business Diversity Development Program (BDDP)/Small Business Participation Plan (SBPP) Program Substitution Request**

Prior to submitting this form to Memphis-Shelby County Airport Authority (MSCAA), you must have an approved Termination form signed by the DBELO. Without an approved BDDP/SBPP termination request, a prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the committed BDDP/SBPP.

Project ID:	Contract Amount:	Goal:
Prime Contractor:	Requestor:	
Email:	Phone:	

New Committed BDDP/SBBP Firm:			
Original Contract Amount:		Remaining Contract Amount:	
BDDP/SBBP type:	<input type="checkbox"/> Subcontractor/Subconsultant <input type="checkbox"/> Material Supplier (60% credit)	<input type="checkbox"/> Professional Services <input type="checkbox"/> Trucking/Hauling Firm	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Distributor
Scope of Work Description:			

APPLICABLE NAICS CODES	
NAICS CODE:	DESCRIPTION:

**THIS SECTION MUST BE COMPLETED IF REQUESTING A SUBSTITUTION OR IF TERMINATION WILL RESULT IN GOAL SHORTFALL (does not apply if shortfall due to MSCAA Change Order)**

Proposed BDDP/SBBP Substitute:			
Proposed BDDP/SBBP type:	<input checked="" type="checkbox"/> Subcontractor/Subconsultant <input type="checkbox"/> Material Supplier (60% credit)	<input type="checkbox"/> Professional Services <input type="checkbox"/> Trucking/Hauling Firm	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Distributor
Proposed Scope of Work:			
Is the substitution a certified BDDP/SBPP?	<input type="checkbox"/> Yes <input type="checkbox"/> No (must provide Good Faith Effort (GFE))		
Projected date for BDDP/SBPP substitute to commence work?			

**For MSCAA Use Only**

Notice of Intent provided to Firm: <input type="checkbox"/> Yes (date sent _____) <input type="checkbox"/> No (must be sent to Firm 5 days prior to Request)	
All required documentation submitted with Request: <input type="checkbox"/> Yes <input type="checkbox"/> No (all documents must be submitted for review)	
Request Approved: <input type="checkbox"/> Yes <input type="checkbox"/> No	Reason:
DBELO Signature:	Date:

**15.7 Business Diversity Development Program (BDDP)/Small Business Participation Plan (SBPP) Requirements for Subcontracts**

Received: _____ Date: _____	Project Name: _____
_____ Sr. Manager of BDD	Project No.: _____

Memphis-Shelby County Airport Authority (MSCAA) operates a non-federal Business Diversity Development Program (BDDP) / SMALL BUSINESS PARTICIPATION PLAN (SBPP) to ensure full and fair opportunities in MSCAA contracting for small businesses defined by U.S. Small Business Administration (SBA). This document sets forth SBE provisions that must be included in all contracts and subcontracts for the subject project as required by non-federal regulations. **A SIGNED COPY MUST BE (1) TO THE MSCAA DBE LIASON OFFICER AND (2) INCLUDED IN YOUR SUBCONTRACT AS AN EXHIBIT TO ANY UNDERLYING AGREEMENT FOR THE SUBJECT PROJECT.**

The undersigned parties agree and acknowledge that this document shall be deemed to form, be read and construed as, as if stated verbatim therein, part of any agreement between the parties related to the subject project. This document is an agreement wherein the parties accept, agree to, and incorporate federally mandated contractual provisions into any underlying agreement for the subject project as well as acknowledge applicable MSCAA SBPP rules and regulations. **THE TEXT CONTAINED IN THIS DOCUMENT CANNOT BE REVISED, ALTERED, OR OTHERWISE MODIFIED BY THE PARTIES. THIS IS A FINAL DOCUMENT.**

Any subcontract for the subject project shall be governed by regulations set forth in MSCAA SBE program rules and regulations, including but not limited to the following:

- Assurance** : The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of USDOT SBA size standard in the performance of this contract. 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; 3) Liquidated damages; and/or 4) Disqualifying the contractor from future bidding as non-responsible.
- Prompt Payment**: The prime contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 15 days after the prime contractor's receipt of payment for that work from MSCAA. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by MSCAA. When MSCAA has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause and written approval of the MSCAA. Retainage will not be withheld on this project. No retainage will be withheld by the MSCAA from progress payments due the prime contractor. Retainage by the prime or subcontractors is prohibited. No retainage will be held by the prime from progress due subcontractors.
- Termination/Substitution**: The prime contractor may not terminate or substitute any approved BDDP/SBPP subcontractor listed in the Assurance Statement without prior written consent of MSCAA. The prime contractor must follow the procedures set forth by MSCAA.
- Counting Participation**: BDDP/SBPP participation in a contract must be counted in accordance with and applicable guidance.
- BDDP/SBPP Independence**: An independent business is one of the viability of which does not depend on its relationship with another firm or firms.



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6. **DBE Liaison Officer (DBELO):** For BDDP/SBPP related questions, issues, and disputes, please contact the MSCAA DBELO (contact information found at <https://flymemphis.com/business-diversity-development-program/>). The current DBELO is Regina Armstrong, who may be reached at 901-922-0167 or [ramstrong@flymemphis.com](mailto:ramstrong@flymemphis.com).

**This document shall control and supersede any inconsistency, conflict or ambiguity contained in any underlying agreement between the parties for the subject project as to the procedures, processes, or subject matter set forth in this document or otherwise applicable MSCAA BDDP/SBPP program rules and regulations.**

PRIME CONTRACTOR: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

SUBCONTRACTOR: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_