

REQUEST

FOR

BIDS

***RWY 9-27 VEHICLE SERVICE ROAD REHAB
SMALL BUSINESS PARTICIPATING PROGRAM (SBPP)***

MSCAA –PROJECT No. 23-1476-10-01

DUE DATE:

JULY 15, 2025

TRANSMITTAL LETTER

June 18, 2025

Dear Bidder,

The Memphis-Shelby County Airport Authority (MSCAA) is seeking a qualified Bidder for a rehab to a four lane vehicle service road at Memphis International Airport. This Request for Bids (RFB) is under the direction of the Development Division.

The Development Division 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, 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 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 Bidders must use forms provided by the Authority.

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

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

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

Sincerely,

Brian A. Tenkhoff, P.E., C.M.
Director of Development
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.

June 17 th , 2025	Publication of Legal Notice
June 18 th , 2025	Release of RFB Documents
June 25 th , 2025	Pre-Bid Meeting (Virtual) at 9:00 AM and Site Visit
July 7 th , 2025	Questions Due from Bidders by 5:00 PM
July 9 th , 2025	Final Addendum and Questions and Answers posted on Authority website by 5:00 PM
July 15 th , 2025	Response Due to Authority by 2:00 PM
July 31 st , 2025	Anticipated Approval of the Award of Contract
August 11 th , 2025	Anticipated Notice to Proceed

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

The Authority has designated Brian A. Tenkhoff, P.E., C.M., Director of Development, to be responsible for coordinating communications between the Authority and Bidders. Bidders should direct all communications to the Development Department via email at bidquestions@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 Respondent or any of its MSCAAs, 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 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. Bidders are responsible for checking the Authority's website up to the time of the RFB submission deadline.

2.4 **Pre-Bid Conference and Site Visit**

A virtual pre-bid conference will be held on Wednesday June 25th, 2025, at 9:00 AM Local Time via video conference. The link to the video conference can be found at www.flymemphis.com. It is **STRONGLY RECOMMENDED** to attend the pre-bid conference.

The project site will be available for inspection immediately following the meeting. It is **STRONGLY RECOMMENDED** those wishing to bid attend a site visit. All attendees should register for the site visit by sending an email to bidquestions@flymemphis.com.

2.5 **Questions Regarding RFB**

Questions regarding this RFB must be submitted in written form via email to Brian A. Tenkhoff, P.E., C.M. at bidquestions@flymemphis.com. Questions will be accepted until 5:00 PM, on July 7th, 2025. Answers will be provided by 5:00 PM on July 9th, 2025. Answers will only be posted on the website, www.flymemphis.com.

2.6 **RFB and Response Submissions**

A copy of this RFB will be distributed to prospective Bidders. This RFB also will be available on the Authority's website, 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 Respondent's name and address and the words "RWY 9-27 VEHICLE SERVICE ROAD REHAB" and "MSCAA Project No. 23-1476-10-01" 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.

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 July 15TH, 2025:**

Procurement Department
Memphis-Shelby County Airport Authority
Receiving Dock
4150 Louis Carruthers Drive
Memphis, Tennessee 38118
Attn: Request For Bids, RWY 9-27 VEHICLE SERVICE ROAD REHAB,
MSCAA Project No. 23-1476-10-01

Responses to all Request for Bids will be opened and publicly read thirty (30) minutes after the response deadline via Microsoft Teams. Link to bid opening will be posted at www.flymemphis.com.

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 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 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 Respondent

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 Sole Responsibility

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

2.10 Sole Contact

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

2.11 Response Modification or Withdrawal

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

2.12 Response Costs

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

2.13 Protest

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

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

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 RESPONDENT ASSURANCES

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

3.1 No Hidden Parties

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

3.2 No Collusion in Any Form

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

3.3 No Inducement to Submit False Bids

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

3.4 No Inducement to Refrain from Response

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

3.5 No Financial Interest

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

Shelby County Commission shall receive or has received any financial benefit arising out of this RFB or its Contract, if awarded, either directly or indirectly. Further, any fees paid to any person or entity by Respondent for assistance in obtaining the Contract with the Authority must be fully disclosed to the Authority in writing.

3.6 No Contact

Respondent has not had any communications, either verbally or in writing, directly or indirectly, subsequent to the date of issuance of the RFB by any of its MSCAAs, officers, employees, or agents, or any individual or entity acting on its behalf, with any member of the Board of Commissioners or any officer or employee of the Authority. Respondent understands and agrees any communication except as provided in Section 2.2 of the RFB is strictly prohibited and may be cause for disqualification of the prospective Respondent.

3.7 Addenda

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

4 STATE OF TENNESSEE PURCHASING PROVISIONS

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

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 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 17.1 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 17.2 must be submitted on Respondent's company letterhead.

6.2.3 *Small Business Participation Plan (SBPP) Bidder's List*

The prescribed form provided in Section 17.3 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 17.4 must be completed by Respondent.

6.4 *SBPP Qualifications*

To qualify as an eligible SBE for this solicitation, a firm must meet the following requirements:

- a. A firm (including affiliates) must be an existing small business as defined by Small Business Administration (SBA) regulations, 13 C.F.R. Part 121, for the appropriate type(s) of work that a firm performs and corresponding size standards.
- b. The personal net worth of the qualified owner(s) of the firm must be less than \$2.047 million.
- c. Said qualified owner(s) must own 51% of the subject firm.
- d. Said qualified owner(s) must be U.S. citizen or lawfully admitted permanent residency.
- e. The firm must be certified by the Authority for the SBPP program or granted certification reciprocity by the Authority for an acceptable existing certification.

DBEs certified pursuant to, or in accordance with, 49 C.F.R. Part 26 meet the required small business element criteria stated and may qualify for the Authority's SBPP program.

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

In order to be considered as meeting the SBE goal for this solicitation, each business wishing to participate as a SBE must be certified by the Authority for participation in the Authority's SBPP program. The Authority is a certifying member of the Tennessee Department of Transportation Unified Certification Program (TNUCP). Given that DBEs certified pursuant to 49 C.F.R. Part 26 satisfy the required small business criteria for the SBPP program, DBEs certified by TNUCP or a TNUCP certifying member do not have to apply for SBE certification with the Authority and qualify to be considered to meet the SBE goal for this Contract.

The Authority compiles a directory of firms who have met the criteria for eligibility as a SBE or a DBE, which can be searched here: www.memvendor.com. You can also search the TNUCP DBE directory here: <https://www.tdot.tn.gov/APPLICATIONS/DBEDirect/Search>.

The Authority may grant certification reciprocity to firms with certifications from a Department of Transportation Unified Certification Program of any other state, SBA 8(a) certifications, or SBE/MBE/WBE certifications from another state, county, local government, or other agency **ONLY IF** the personal net worth requirement and SBA size standards have been met. Certifications from self-certification programs are not acceptable. A business must apply for certification reciprocity with the Authority for an acceptable existing certification outlined above in order to be considered as meeting the SBE goal in this solicitation. Unless a firm is granted certification reciprocity by the Authority by the time the responses to this solicitation are due, its participation will not be considered as meeting the SBE goal.

Each business wishing to participate as a SBE must be certified by the time the responses are due. A business is seeking SBE certification (or certification reciprocity) with the Authority can contact the Office of Business Diversity Development by email at certifica-tion@flymemphis.com or by phone at 901-922-0255. The online certification application can be found here: <https://mscaa.mwdbe.com/>. The certification process may take up to thirty (30) days.

6.7 Identification of Contract Goal and Requirements

For this Contract, the SBPP goal is established as **18 %**. 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:

- 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 Bidders' 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.

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. 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/offeree 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. 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 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).
- 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;
- 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 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 17.5 and 17.6

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 17.7 must be completed by the Proposal.

7 TITLE VI SOLICITATION NOTICE

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

8 INSURANCE REQUIREMENTS

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

endorsements are required to be on file prior to the start of the work. In addition, a copy of the policy or policies shall be provided by the successful Respondent upon request.

The insurance requirements are established in Exhibit C of the Contract (**Attachment F**).

9 BOND REQUIREMENTS

9.1 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.

9.2 Proof of Surety

Any Proposal and/or Performance Bond submitted by Respondent must include an original, certified copy, 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.

9.3 Proposal Bond

Each response must include an original, certified copy, or certified electronic **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 Section 16.4, 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.

9.4 Performance & Payment Bond

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

9.5 Contractor's Responsibility

The successful Respondent is solely responsible for providing surety bonds in connection with this 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.

10 FEDERAL FAIR LABOR STANDARDS ACT

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

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

11 SECURITY AND ACCESS

11.1 Identification Requirements

Identification badges will be required for all construction personnel. The contractor shall ensure all staff on the project have identification that can be produced while on-site. All workers shall be easily identifiable by company shirts or vests.

11.2 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).

11.3 Operations of Others

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

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

11.4 Vehicles

Excluding deliveries and specialized equipment, all vehicles must display company logos on the exterior.

12 SCOPE OF SERVICES

The Authority intends to perform a mill and overlay of a four lane service road at Memphis International Airport. Work efforts include, but are not limited to traffic control, milling, subgrade crack repair, full depth repairs (in needed), pavement striping and other efforts as necessary. Two lanes will need to remain active at all times. There is one base bid area and one alternate bid. Selection of alternates will be based on availability of funding.

The detailed scope of work and project requirements are set forth in **Attachment A**, attached hereto, which will become part of the Contract Documents.

13 RESPONSE STRUCTURE

It is not the intent of the Authority to restrict response preparation; however, to enable the Authority to evaluate each response in a uniform manner, all Bidders shall structure their response by submitting the response using the forms provided in Section 16 and 17 below and submitting data as requested in the following sections:

13.1 Bidder Envelope Form

Bidders must submit the Bidder Envelope Form provided in Section 16.2 below. The Bid Envelope must be completed and attached to the outside of the bidder envelope.

13.2 Bidder Information Form

Bidders must submit the Bidder Information Form provided in Section 16.3 below.

13.3 Exceptions

Bidder must state in detail, on the Exception to Specifications form provided in Section 16.5 below and referencing the specified item, any proposed equivalent item including Manufacturer, Item Number and brief description.

13.4 Price Schedule

Using the Price Schedule form provided in Section 16.1 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.

13.5 SBE Forms

Bidder shall include all required SBE documents/forms as stated in Section 6 above, Section 17 below, and listed below.

13.5.1 SBPP Assurance Statement/Letter of Intent

13.5.2 Respondent SBPP Goals Accomplishment Statement

13.5.3 SBPP Bidder's List

13.5.4 Voluntary Disclosure of Respondent Data (Voluntary)

13.6 Proposal Bond

All Respondents must include the original Proposal bond as described in Section 9.3. The selected Respondent will be required to submit at the time of Contract an original Performance and Payment Bond as described in Section 9.4.

14 AWARD

14.1 Authority's Right to No Award or Partial Award

Award will be made to the Bidder(s) with the lowest and most responsive Bid based on any combination of base bid and bid alternates, 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.

14.2 Anticipated Contract Date

The Authority anticipates the commencement date of the Contract to be July 31, 2025.

15 PAYMENT TERMS

15.1 Payment and Billing Requirements

15.1.1 Invoice Submittal

See Section 4.02 of the Contract (**Attachment F**) for payment procedures.

15.1.2 Payment Terms

See Section 4.02 of the Contract (**Attachment F**) for payment terms.

15.1.3 Taxes

The Authority is exempt from local, State, and Federal taxes. Anything directly billed to the Authority's is tax exempt. However, the exemption does not flow through to purchases made by or anything billed to any contractor, vendor, supplier, or subcontractor. Tax certificates will be issued to the successful Bidder upon request.

16 REQUEST FOR BIDS FORMS

All Request for Bids Forms can be found in **Attachment D**.

16.1 Pricing Schedule (*Required*)

16.2 Bid Envelope (*Required*)

16.3 Bidder Information Form (*Required*)

16.4 Proposal Bond (*Required*)

16.5 Exceptions to Specifications (*Required*)

17 SBE FORMS

All SBE Forms can be found in **Attachment E**.

17.1 SBE Assurance Statement/Letter of Intent (*Required*)

17.2 Respondent SBE Goals Accomplishment Statement (*Required*)

17.3 SBPP Bidder's List (*Required*)

17.4 Voluntary Disclosure of Respondent Data (*Voluntary*)

17.5 SBPP Termination Request

17.6 SBPP Substitution Request

17.7 SBPP Requirements for Subcontracts

Attachment A

Detailed Scope of Work/Project Requirements

1) Summary of Work and Sequence

a. Summary

- i. The “Work” of this contract is to rehab a four lane vehicle service road at Memphis International Airport. Work efforts include, but are not limited to, traffic control, milling, crack repairs, full depth repairs as needed, asphalt overlay, pavement striping and other efforts as necessary. Two lanes must remain open at all times. Bid Alternates will be awarded based on funding availability.
- ii. Work shall be constructed in accordance with Plans and Specifications included in attachment B and C.

b. Project Phasing and Completion

- i. This is a fixed-duration Contract required to be substantially completed within thirty (30) calendar days from the Notice to Proceed (“NTP”) date.
- ii. The actual NTP date will be negotiated and mutually agreed by both parties (Owner and Contractor) prior to issuance of the NTP. If mutual agreement cannot be reached between the parties, the Owner reserves the right to establish the actual Notice to Proceed date. The NTP letter will state the date on which the Contractor will begin construction and from which date contract time will be charged. Contractor shall be mobilized and on site ready for work on the date stated in the Notice to Proceed.
- iii. All days are calendar days.
- iv. Work is permitted 24 hours per day, 7 days per week.
- v. Work shall be done in such a way to leave two lanes open at all times. **All phasing, sequencing, impacts, and detours must be coordinated prior to starting construction.**
- vi. The Contractor shall proceed with the work at such rate of progress to ensure full completion within the specified duration. It is expressly understood and agreed, by and between the Contractor and the Owner, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- vii. If the Contractor experiences weather related delays, he shall submit a report documenting the weather conditions and delays, if any, experienced during any calendar month.
- viii. If the Contractor is prevented from working due to any other legitimate reason, he/she shall notify the Owner in writing as per the Lump Sum Construction Contract of the delay and request a corresponding increase in the number of contract days.
- ix. The Owner shall be the sole judge as to whether or not a request for a contract time extension is legitimate.
- x. The Owner reserves the right to adjust limits of construction to accommodate the Owner’s requirements for maintenance of Airport Operations and Public Traffic with minimum interruption during the construction of this project. Any required adjustment of limits of construction will be at no additional cost to the Owner.
- xi. **Do not allow traffic until the sealants, paint, etc. have cured.**

2) Construction Safety Requirements

a. General

- i. The Contractor shall be responsible for briefing all construction personnel on the requirements contained in this section prior to their working in the construction area and at periodic intervals throughout the course of the contract. These briefings will be documented in writing.

b. Limitation on Construction

- i. The limits of construction, material storage areas, equipment parking and other areas defined as available for the contractor's exclusive use during construction shall be identified and defined by the contractor prior to starting work on the project. Temporary barricades, flagging and flashing caution lights may be required at access points, taxiway crossings and pavement tie-ins. The type markings, barricades and flashing caution lights are designated on the construction plans and must be inspected and approved by the Airport Authority.
- ii. The Contractor shall store all materials and park construction equipment, when not in use only in the areas designated on the plans or during the pre-construction conference.
- iii. Construction debris, waste, wrappings or loose material capable of causing damage to aircraft engines, propellers, or landing gear shall not be allowed on active aircraft movement areas. Material meeting this criteria shall be contained and removed immediately from the AOA.
- iv. Open flame, welding, or torch cutting operations are prohibited without a hotwork permit issued by the Airport Authority and adequate fire and safety precautions have been taken.

c. Construction Vehicle Traffic

- i. Access to the construction site is as shown on the plans or as directed by the Owner. No other access point is authorized unless designated in writing by the Airport Authority. Construction traffic will operate only on designated haul routes within the construction area limits.
- ii. Drivers of construction vehicles will be knowledgeable of construction routes or will be escorted by other Contractor or Owner designated personnel who are knowledgeable. The Contractor will be responsible for traffic control in the various construction areas of the work site. The Contractor will not permit unauthorized personnel or vehicles on the construction site.
- iii. The Contractor shall be responsible for immediate cleanup of any debris deposited along construction routes, as result of his construction traffic.
- iv. Directional signing at the construction access gate and along the delivery route to work site temporary storage areas shall be as designated and approved by the Owner.
- v. Construction vehicle identification shall be as prescribed in Section 11 of this RFB.
- vi. No construction vehicle is authorized on any active AOA pavement surface or to enter runway safety areas without specific authorization from the Owner.

d. Reporting Property Damage or Personnel Injury

- i. All persons involved in any accident whether personal injury, aircraft or automotive, occurring on Airport property, shall make a full report to the Airport Police (922-8298) as soon after the accident as possible. The report shall include, but not be limited to, the names, addresses of all principals and witnesses, if known, and a statement of the facts. Construction accidents fall under this category.

- ii. In the event of personnel injury requiring ambulance response, the Airport Police Dispatcher, upon notification, telephone 922-8333, will call the ambulance and arrange Airport Police escort to the injury site. A written report will be prepared by the Airport Police after the injury is treated.

3) Submittals

a. General

- i. Except as otherwise specified below, as soon as practicable after contract award and without causing delay in the work, submit submittals of all items for which submittals are specified in other sections, and for all major submittal items whether specified in other sections or not. All Submittals may be submitted electronically in lieu of hard copies, if possible. Each submittal shall be clearly marked with the project name, dated, and accompanied by a letter of transmittal listing all items included in the submittal and referencing the project specification page and article numbers applicable to each item.
 - 1. Submittals shall include all test results and/or certificate necessary to show that the item conforms to the standards specified. Such standards shall include ASTM, AASHTO, FAA, PCA, Federal Specifications or any other standard listed in these specifications.

b. Submittal Review

- i. After the Owner has reviewed the submittals, except as otherwise specified below, submittals will be dated, and an electronic copy returned to the Contractor. If submittals are rejected, in will include indications of the required corrections. Make such corrections and changes as indicated. Resubmit submittals as specified above, as often as required by the Owner to complete the review.
- ii. Submittals reviewed by the Owner or Engineer will be a general review only, and acceptance will not relieve Contractor or Subcontractor of responsibility for accuracy of submittals, proper fitting, coordination, construction or work, and furnishing materials and work required by Contract but not indicated on submittals. Review of submittals shall not be construed as accepting departures from Contract requirements.
- iii. Any material ordered, or work performed prior to obtaining an approved submittal shall be at the Contractor's risk and subject to rejection.

4) Cleaning

- a. Throughout the construction period, maintain the site in a standard of cleanliness as described in this Section.
- b. Conduct a daily inspection, and more often if necessary, to verify that cleanliness requirements are being met.
- c. Provide required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.
- d. In addition to the standards described in this Section, comply with pertinent requirements of governmental agencies having jurisdiction.
- e. Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic or drainage, and providing required protection of materials.
- f. Do not allow accumulation of scrap, debris, waste material, and other items not required for construction of this Work.
- g. Inspect all haul vehicles leaving the site to make sure no debris can fall from the vehicle during transportation.

- h. Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.
- i. Daily, and more often if necessary, inspect the site and pick up all scrap, debris, and waste material. Remove such items to the place designated for their storage. Contractor shall document all daily inspections.
- j. Weekly, and more often if necessary, remove, completely, all accumulated scrap, debris, and waste material from the site.
- k. Maintain the site in a neat and orderly condition at all times.
- l. Prior to completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste. Conduct final progress cleaning as described above.

Attachment B
Drawings

Attachment C
Issued for Bid Specifications

Attachment D
Proposal Forms/Pricing Schedule

Pricing Schedule

The Company shall provide pricing for the project in accordance with the requirements of this Request for Bids, for the prices shown below.

BASE BID

BASE BID						
ITEM NO.	PAY ITEM	DESCRIPTION	UNIT	QUANT.	UNIT PRICE	TOTAL
1	A-102-1.1	CONSTRUCTION ACCESS, PROJECT SECURITY, AND STAGING AREA	LS	1		
2	A-102-1.2	MAINTENANCE OF TRAFFIC	LS	1		
3	C-102-5.1	CATCH BASIN PROTECTION (TYPE D)	EA	1		
4	C-105-6.1	MOBILIZATION	LS	1		
5	P-605-5.1	JOINT AND CRACK REPAIR	LF	5,400		
6	P-605-5.2	SEVERE JOINT AND CRACK REPAIR	LF	280		
7	P-620-5.1a	TEMPORARY PAVEMENT MARKING - 6" DOUBLE SOLID YELLOW LINE	LF	1,550		
8	P-620-5.1b	TEMPORARY PAVEMENT MARKING - 6" SINGLE SOLID WHITE LINE	LF	3,098		
9	P-620-5.1c	TEMPORARY PAVEMENT MARKING - 6" SINGLE DASHED WHITE LINE	LF	3,093		
10	P-620-5.2a	PAINTED PAVEMENT MARKING - 6" DOUBLE SOLID YELLOW LINE	LF	1,550		
11	P-620-5.2b	PAINTED PAVEMENT MARKING - 6" SINGLE SOLID WHITE LINE	LF	3,098		
12	P-620-5.2c	PAINTED PAVEMENT MARKING - 6" SINGLE DASHED WHITE LINE	LF	3,093		
13	P-620-5.3a	PAINTED PAVEMENT MARKING - VEHICLE STOP BAR (WHITE)	EA	2		
14	P-620-5.3b	PAINTED PAVEMENT MARKING - SURFACE PAINTED "STOP" SIGN (RED BACKGROUND WITH WHITE OUTLINE AND LETTERS)	EA	1		
15	TDOT-203.01	ROAD AND DRAINAGE EXCAVATION (UNCLASSIFIED)	CY	50		
16	TDOT-203.02	UNDERCUTTING	CY	350		
17	TDOT-304.01	SELECT MATERIAL (SOIL CEMENT BASE 8" THICK FOR FULL DEPTH REPAIR)	SY	1,045		
18	TDOT-309.01	CEMENT TREATED BASE (8" THICK)	SY	1,045		
19	TDOT-402.01	PRIME COAT	GAL	345		
20	TDOT-403.01	TACK COAT	GAL	125		
21	TDOT-407.01	HOT MIX ASPHALT (HMA) PAVEMENT - BASE COURSE (4.5" THICK) (TDOT 307 Grading B-M PG 70-22)	TN	280		

22	TDOT-411.01	HOT MIX ASPHALT (HMA) PAVEMENT - SURFACE COURSE (2" THICK) (TDOT 411 Grading D PG 70-22)	TN	1,080		
23	TDOT-415.01	2" COLD MILLING	SY	8,990		
24	TDOT-716.01	RAISED PAVEMENT MARKER (TWO SIDED REFLECTOR)	EA	185		
CONTRACT BASE BID (TOTAL OF LINE ITEMS 1-24) \$ _____						

CONTRACT BASE BID-AREA 1 TOTAL (TOTAL OF LINE ITEMS 1-24:

(use words)

(\$ _____)

ADD ALTERNATE

ADD ALTERNATE						
ITEM NO.	PAY ITEM	DESCRIPTION	UNIT	QUANT.	UNIT PRICE	TOTAL
1	A-102-1.1	CONSTRUCTION ACCESS, PROJECT SECURITY, AND STAGING AREA	LS	1		
2	A-102-1.2	MAINTENANCE OF TRAFFIC	LS	1		
3	C-105-6.1	MOBILIZATION	LS	1		
4	P-605-5.1	JOINT AND CRACK REPAIR	LF	2,225		
5	P-605-5.2	SEVERE JOINT AND CRACK REPAIR	LF	120		
6	P-620-5.1a	TEMPORARY PAVEMENT MARKING - 6" DOUBLE SOLID YELLOW LINE	LF	2,830		
7	P-620-5.1b	TEMPORARY PAVEMENT MARKING - 6" SINGLE SOLID WHITE LINE	LF	1,307		
8	P-620-5.1c	TEMPORARY PAVEMENT MARKING - 6" SINGLE DASHED WHITE LINE	LF	1,067		
9	P-620-5.2a	PAINTED PAVEMENT MARKING - 6" DOUBLE SOLID YELLOW LINE	LF	2,830		
10	P-620-5.2b	PAINTED PAVEMENT MARKING - 6" SINGLE SOLID WHITE LINE	LF	1,307		
11	P-620-5.2c	PAINTED PAVEMENT MARKING - 6" SINGLE DASHED WHITE LINE	LF	1,067		
12	P-620-5.3a	PAINTED PAVEMENT MARKING - VEHICLE STOP BAR (WHITE)	EA	1		
13	P-620-5.3b	PAINTED PAVEMENT MARKING - SURFACE PAINTED "STOP" SIGN (RED BACKGROUND	EA	1		

		WITH WHITE OUTLINE AND LETTERS)				
14	P-620-5.4	PAINTED PAVEMENT MARKING - FAA MOVEMENT/NON-MOVEMENT MARKING	SF	154		
15	TDOT-203.01	ROAD AND DRAINAGE EXCAVATION (UNCLASSIFIED)	CY	50		
16	TDOT-203.02	UNDERCUTTING	CY	70		
17	TDOT-304.01	SELECT MATERIAL (SOIL CEMENT BASE 8" THICK FOR FULL DEPTH REPAIR)	SY	200		
18	TDOT-309.01	CEMENT TREATED BASE (8" THICK)	SY	200		
19	TDOT-402.01	PRIME COAT	GAL	67		
20	TDOT-403.01	TACK COAT	GAL	25		
21	TDOT-407.01	HOT MIX ASPHALT (HMA) PAVEMENT - BASE COURSE (4.5" THICK) (TDOT 307 Grading B-M PG 70-22)	TN	55		
22	TDOT-411.01	HOT MIX ASPHALT (HMA) PAVEMENT - SURFACE COURSE (2" THICK) (TDOT 411 Grading D PG 70-22)	TN	545		
23	TDOT-415.01	2" COLD MILLING	SY	4,580		
24	TDOT-716.01	RAISED PAVEMENT MARKER (TWO SIDED REFLECTOR)	EA	75		
ADD ALTERNATE (TOTAL OF LINE ITEMS 1-24) <u>\$</u>						

ADD ALTERNATE (TOTAL OF LINE ITEMS 1-24)

(use words)

(\$ _____)

It is the intention of the Owner to award a contract based upon the lowest responsive bid on any combination of the lump sum base bids and alternates. Bidder understands and agrees that, after a review of all the bids, the Owner will select the combination of the lump sum base bids and alternates that best suits the Owner's needs within the sole discretion of the Owner. The Bidder further understands and agrees that it has no right to protest or object to the combination of the lump sum base bids and alternates that are selected by the Owner even if another combination would have resulted in the selection of the bidder or another bidder other than the one chosen by the Owner.



Memphis-Shelby County Airport Authority
Memphis, Tennessee

BID ENVELOPE
AUTHORITY BID NO. 23-1476-10-01

NAME OF BID: RWY 9-27 VEHICLE SERVICE ROAD REHAB

BIDS DUE: July 15, 2025 TIME: 2:00 PM (Local)

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					

BIDDER ENVELOPE

COMPLETE THIS FORM AND ATTACH IT TO THE OUTSIDE OF THE BIDDER 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

BIDDER INFORMATION FORM

If Respondent is an INDIVIDUAL, fill out the following:

Individual's name: _____

If Respondent is a PARTNERSHIP, fill out the following:

Partner Name:

Partner Address:

_____	_____
_____	_____
_____	_____
_____	_____

If Respondent is a CORPORATION, fill out the following:

NAME OF CORPORATION PRESIDENT: _____

NAME OF CORPORATION SECRETARY: _____

All Respondents fill out the following:

NAME OF COMPANY: _____

PRINCIPAL BUSINESS ADDRESS: _____

CITY, STATE, ZIP CODE: _____

LOCAL STREET ADDRESS: _____

CITY, STATE, ZIP CODE: _____

FEDERAL TAX ID #: _____

TELEPHONE NUMBER: _____ CELL NUMBER: _____

EMAIL ADDRESS: _____

PRINTED NAME: _____

SIGNATURE OF BIDDER: _____

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

PROPOSAL BOND

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

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

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

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

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

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

WHEREAS, the Principal has submitted a proposal to Memphis-Shelby County Airport Authority for RWY 9-27 Vehicle Service Road Rehab, MSCAA Project Number 23-1476-10-01, and more fully described in said Request for Bids and made a part hereof and incorporated herein by reference; and

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

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

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

PRINCIPAL

SURETY

Respondents Name

(Surety)

By: _____
Signature of Principal

By: _____
Signature of Attorney-in-Fact

Printed Name

Printed Name

EXCEPTIONS

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

Attachment E
SBPP Forms

SBE Assurance Statement/Letter of Intent (Required)

Submit on Company Letterhead for each SBE Subcontractor

DBE ASSURANCE STATEMENT/LETTER OF INTENT			
<u>RESPONDENT:</u>			
Name of Firm: _____			
Address: _____			
City: _____	State: _____	Zip: _____	
Telephone: _____			
Local Yes _____ No _____ DBE _____ SBE _____			
<u>SUBCONTRACT:</u>			
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. The Respondent is committed to utilizing the above-named for the work described above. The estimated dollar value \$ _____, which is _____% of the total ADD ALTERNATE bid proposal.			
AFFIRMATION			
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 nd /3 rd Tier Subcontractor and Title	Date	Name	
If the Respondent does not receive award of the prime contract, any and all representations in this letter of Intent and Affirmation shall be null and void. 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.			
By: _____			
Signature of Respondent and Title	Date	Name	

Respondent SBE Goals Accomplishment Statement (Required)

Submit on Company Letterhead

RESPONDENT SBE GOALS ACCOMPLISHMENT STATEMENT

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

- ☐ The Respondent is committed to a minimum of 18% SBE utilization on this contract.
- ☐ The Respondent is unable to meet the SBE goal of 18% 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 SBE's participation and how this has been determined to meet the specific goal requirements of this solicitation in whole or part.

If SBE and the company enter into a Joint Venture, please describe the terms of the relationship and attach a copy of the contract between the parties. If the Respondent does receive award of the prime contract, Respondent commits to using the SBE subcontractor listed and described above to meet the SBE contract goal, pursuant to 49 CFR Part 26.

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 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 SBE 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



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.

[illegible]

*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 K =Subcontinent Asian American	L =Other

Voluntary Disclosure of Respondent Data

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)	_____

Small Business Participation Plan (SBPP) Termination Request

Prior to submitting this form to Memphis-Shelby County Airport Authority (MSCAA), you must notify the 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 SBPP termination.

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

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

SBPP Response

NAICS CODES:	DESCRIPTION:



Memphis-Shelby County Airport Authority
Memphis, Tennessee

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:

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 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 SBPP.

Project ID:	Contract Amount:	Goal:
Prime Contractor:	Requestor:	
Email:	Phone:	
New Committed SBPP Firm:		
Original Contract Amount:		Remaining Contract Amount:
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 <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 SBPP Substitute:			
Proposed SBPP 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 SBPP? <input type="checkbox"/> Yes <input type="checkbox"/> No (must provide Good Faith Effort (GFE))			
Projected date for 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:

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 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:

1. **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.
2. **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.
3. **Termination/Substitution**: The prime contractor may not terminate or substitute any approved SBPP subcontractor listed in the Assurance Statement without prior written consent of MSCAA. The prime contractor must follow the procedures set forth by MSCAA.
4. **Counting Participation**: SBPP participation in a contract must be counted in accordance with and applicable guidance.
5. **SBPP Independence**: An independent business is one of the viability of which does not depend on its relationship with another firm or firms.
6. **DBE Liaison Officer (DBELO)**: For SBPP related questions, issues, and disputes, please contact the MSCAA DBELO (contact information found at <https://flymemphis.com/business-diversity-development-program/>). The



Memphis-Shelby County Airport Authority

Memphis, Tennessee

current DBELO is Regina Armstrong, who may be reached at 901-922-0167 or rarmstrong@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 SBPP program rules and regulations.

PRIME CONTRACTOR: _____
SIGNATURE: _____
TITLE: _____ DATE: _____

SUBCONTRACTOR: _____
SIGNATURE: _____
TITLE: _____ DATE: _____

Attachment F
Contract