

BID ENVELOPE
MSCAA PROJECT NO. 23-1476-17-02

NAME OF PROJECT: SNOW REMOVAL EQUIPMENT BUILDING - BUILDING PACKAGE - CONSTRUCTION

BIDS DUE: 6/23/2026 **TIME:** 2:00 PM Local Time

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

BIDDER IDENTIFICATION:

Bidder _____

Address _____

TENNESSEE CONTRACTOR LICENSE INFORMATION:

License Number _____

License Classification Applicable to Project _____

License Expiration Date _____

Dollar Limit _____

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

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

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

BID ENVELOPE

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

DIVISION 0 – SECTION 00405

PROPOSAL

Project Identification: **Snow Removal Equipment Building - Building Package - Construction**

Contract Number: MSCAA Project No. **23-1476-17-02**

**For Overnight Courier
or Hand Delivery Submit to:**

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Legal Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for seventy-five (75) days after the day of Bid opening. Bidder will sign and submit the Construction Contract with the Bonds and other documents required by the Bidding Requirements, within ten (10) days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Contract that:

- (a) Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- (b) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

- (c) Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in Division 0 and Division 1 Specifications, and accepts the determination set forth in General Provision Section 20 paragraph 20-06 of the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
- (d) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of General Provision Section 20 paragraph 20-06; and no additional examination, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
- (e) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- (f) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (g) Bidder has given Owner or Engineer written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Owner or Engineer is acceptable to Bidder.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4. Bidder will complete Base Bid Work for the following price(s).

UNIT PRICE SCHEDULE – BASE BID

SPECIFICATIONS						
ITEM NO.	ITEM CODE	ITEM	UNIT	EST. QTY	UNIT PRICE	TOTAL EST. PRICE
1	A-100-5.1	SNOW REMOVAL EQUIPMENT BUILDING	LS	1	\$	\$
2	A-102-3.1	CONSTRUCTION ACCESS, PROJECT SECURITY, AND STAGING AREA (5%)	LS	1	\$	\$
3	A-102-3.2	MAINTENANCE OF TRAFFIC (5%)	LS	1	\$	\$
4	C-100-14.1	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$	\$
5	C-105-6.1	MOBILIZATION (10%)	LS	1	\$	\$
6	F-162-5.1	CHAIN LINK FENCE (PERMANENT AOA FENCE) (10' TALL W/DBL ARM, 6 STRAND BARB WIRE & RAZOR RIBBON)	LF	600	\$	\$
CONTRACT BASE BID TOTAL (TOTAL OF LINES 1-6)						\$

CONTRACT BASE BID TOTAL (TOTAL OF LINE ITEMS 1-6):

_____ (use words) _____

(\$ _____)

5. The Owner reserves the right to reject any or all bids in whole or in part and to waive any informalities, technicalities, or omissions therein.

It is intention of the Owner to award a contract based upon the lowest responsive bid on the lump sum base bid. Bidder understands and agrees that, after a review of all the bids, the Owner will select the lump sum base bid that best suits the Owner's needs within the sole discretion of the Owner.

6. Bidder agrees that the Work: will be completed and ready for final payment within the calendar days (as described in Section 01100) after the date when the Contract Time commences to run. Bidder accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the Work on time.

7. See Section 00200, INSTRUCTIONS TO BIDDERS, for a complete list of documents that are made a condition of this Bid.

8. Communications concerning this Bid shall be addressed to: _____ (Printed Name)

The address of Bidder indicated above, or

the following address: _____

email address: _____

- 9. The terms used in this Bid which are defined in General Provision Section 10 of the Specifications included as part of the Contract Documents have the meanings assigned to them in the Division 0 and Division 1 Specifications.

Submitted on _____, 20_____.

- 10. The undersigned Bidder confirms that (1) neither Bidder nor any of Bidder’s potential subcontractors or suppliers have pending claims or litigation, arbitration, or other dispute resolution proceedings where the Owner and Bidder or Bidder’s potential subcontractors or suppliers are parties; or (2) such claims or proceedings are pending and Bidder is disclosing same through its own writing and/or the writing of Bidder’s potential subcontractors or suppliers and submitting same to Owner with this proposal submittal.

If Bidder is:

An Individual

(Individual's Printed Name)

(Individual's Signature)

doing business as: _____

Business address: _____

Phone No.: _____ FAX No. _____ E-Mail _____

A Partnership

(Firm Name)

By: _____
(Signature of General Partner and Printed Name)

Business address: _____

Phone No.: _____ FAX No. _____ E-Mail _____

A Corporation

(Corporation Name)

By: _____ Title: _____
(Signature of person authorized to sign)

(Printed Name)

(Corporate Seal)

Attest: _____
(Signature of Secretary) (Printed Name)

(State of Incorporation)

Business address: _____

Phone No.: _____ FAX No. _____ E-Mail _____

A Joint Venture

(Joint Venture)

By: _____
(Signature of Joint Venturer) (Printed Name)

(Address)

Phone No.: _____ FAX No. _____ E-Mail _____

By: _____
(Signature of Joint Venturer) (Printed Name)

(Address)

Phone No.: _____ FAX No. _____ E-Mail _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

END OF SECTION 00405

DIVISION 0 – SECTION 00410

PROPOSAL GUARANTEE

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, _____

_____ as Principal, and

_____ as Surety, are

hereby held and firmly bound unto Memphis-Shelby County Airport Authority as Owner, in the sum of _____ for the payment of which, well and truly to be made, the said Principal and Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Whereas the Principal has submitted to Memphis-Shelby County Airport Authority a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the Snow Removal Equipment Building - Building Package - Construction, MSCAA Project No. 23-1476-17-02.

NOW, THEREFORE, if said bid shall be rejected, or in the alternate, if said bid shall be accepted and the Principal shall execute and deliver a contract in accordance with the terms of the Contract Documents and shall furnish a bond for its faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers,

this ____ day of _____, 20____.

PRINCIPAL

By: _____

(Name and Title)

SURETY

By: _____

(Attorney-in-Fact)

SEAL

END OF SECTION 00410

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DIVISION 0 – SECTION 00440

BUY AMERICAN CERTIFICATION

The Contractor certifies that its bid/offer is in compliance with 49 U.S.C. § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA’s Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA’s Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The bidder or offeror certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

Certification of Compliance with FAA Buy American Preference – Construction Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 U.S.C. § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (ü) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 U.S.C. § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing iron, steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
 - b) To faithfully comply with providing U.S. domestic products.
 - c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
 - d) Certify that all construction materials used in the project are manufactured in the U.S.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 U.S.C. § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
 - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 - d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
 - e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility/project.” The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

END OF SECTION 00440

1 SECTION 00445 - SMALL BUSINESS PARTICIPATION PROGRAM (SBPP) REQUIREMENTS

1.1 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 reevaluated/certified Disadvantaged Business Enterprise (DBE), **as required by Interim Final Rule effective October 3, 2025 (“IFR”) for 49 CFR Part 26**, may be considered as an eligible Small Business Enterprise (SBE) 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.

1.2 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 reevaluated or certified pursuant to the IFR for 49 CFR Part 26 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:

1.2.1 Assurance Statement/Letter of Intent

The Respondent must submit an Assurance Statement for each SBE, which includes DBEs reevaluated or certified pursuant to the IFR for 49 CFR Part 26 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.

1.2.2 Respondent SBE Goals Accomplishment Statement

The prescribed form provided below must be submitted on Respondent's company letterhead.

1.2.3 Small Business Participation Plan (SBPP) Bidder's List

The prescribed form provided below must be completed by Respondent.

1.3 SBE Voluntary Form

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

1.3.1 Voluntary Disclosure of Respondent Data

If submitted, the prescribed form provided below must be completed by Respondent.

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

1.5 Liaison Officer

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

1.6 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 or reevaluated pursuant to the IFR for 49 C.F.R. Part 26 satisfy the required small business criteria for the SBPP program, DBEs certified or reevaluated pursuant to the IFR for 49 CFR Part 26 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 SBE firms who have met the criteria for SBPP program eligibility, which can be searched here: www.memvendor.com. If you do not see a firm's name on this list that you believe to be certified, please contact the Office of Business Diversity Development by email at certification@flymemphis.com or by phone at 901-922-0255.

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 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 Opportunity Development by email at certification@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 ninety (90) days.

1.7 Identification of Contract Goal and Requirements

For this Contract, the SBPP goal is established as **15%**. 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.

1.8 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.

1.9 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/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. 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.

1.10 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 SBE 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 SBE 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.

1.11 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 SBE 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 SBE goal.

1.12 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.

1.13 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.

1.14 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 below

1.15 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 below must be completed by the Proposal.

SBE Assurance Statement/Letter of Intent (Required)

Submit on Company Letterhead for each SBE Subcontractor

SBE ASSURANCE STATEMENT/LETTER OF INTENT		
RESPONDENT:		
Name of Firm: _____		
Address: _____		
City: _____	State: _____	Zip: _____
Telephone: _____		
Local Yes _____ No _____		
SUBCONTRACT:		
Name of Firm: _____		
Address: _____		
City: _____	State: _____	Zip: _____
Local Yes _____ No _____		
Description of work to be performed by SBE:		

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.		
AFFIRMATION		
The above-named SBE affirms that it will perform the portion of the contract for the estimated dollar value as stated above		
By: _____	_____	_____
Signature of 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 15% SBE utilization on this contract.
- The Respondent is unable to meet the SBE goal of 15% 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

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)	_____

Memphis-Shelby County Airport Authority
Memphis, Tennessee

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 <input type="checkbox"/> Shortfall Amt: (provide SBPP utilization summary) Yes /

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 <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:

Memphis-Shelby County Airport Authority
 Memphis, Tennessee

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:	
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 SBBP Substitute:			
Proposed 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 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:

Memphis-Shelby County Airport Authority
Memphis, Tennessee

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 SBE 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 SBBP 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: _____