

**REQUEST
FOR
BIDS**

***RUNWAY 18R PRECISION APPROACH PATH INDICATOR
(PAPI) - CONSTRUCTION***

MSCAA –PROJECT No. 25-1486-01



DUE DATE:

SEPTEMBER 15, 2026

TRANSMITTAL LETTER

August 18, 2026

Dear Bidder,

The Memphis-Shelby County Airport Authority (MSCAA) is seeking a qualified Bidder for the installation of a new FAA Precision Approach Path Indicator (PAPI) on Runway 18R at Frederick W. Smith 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 Frederick W. Smith International Airport (MEM), Charles Baker Airport and General DeWitt Spain Airport. Frederick W. Smith International Airport is located in Shelby County about 13 miles southeast of downtown Memphis. Frederick W. Smith International Airport is the principal air carrier airport serving west Tennessee, north Mississippi, southeast Missouri, and east Arkansas. Frederick W. Smith 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.

August 18 th , 2026	Publication of Legal Notice
August 18 th , 2026	Release of RFB Documents
August 26 th , 2026	Pre-Bid Meeting (Virtual) at 11:00 AM and Site Visit
September 3 rd , 2026	Questions Due from Bidders by 5:00 PM
September 9 th , 2026	Final Addendum and Questions and Answers posted on Authority website by 5:00 PM
September 15 th , 2026	Response Due to Authority by 2:00 PM
September 24 th , 2026	Anticipated Approval of the Award of Contract
October 11 th , 2026	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 August 26th, 2026, at 11:00 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 following the meeting at approximate 1:30P. 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 September 3, 2026. Answers will be provided by 5:00 PM on September 9th, 2026. 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 "RUNWAY 18R PRECISION APPROACH PATH INDICATOR (PAPI) - CONSTRUCTION" and

“MSCAA Project No. 25-1486-01” 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 September 15th, 2026**:

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

Attn: Request For Bids, RUNWAY 18R PAPI - CONSTRUCTION
MSCAA Project No. 25-1486-01

Responses to all Request for Bids will be opened and publicly read thirty (30) minutes after the response deadline at the Procurement Department Conference Room (at the above address) as well as via phone/video conference (link/phone information available online at <https://flymemphis.com/rfps-rfqs/>).

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 seventy-five (75) 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 seventy-five (75) 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

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.

For this Contract, the SBPP goal is established as 0%. Although the SBE goal for this Contract is established at 0%, the Contractor is encouraged to utilize SBE-certified firms to the maximum extent possible.

See **Attachment E** for the full SBPP Requirements and required Forms.

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).

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

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

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

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

All employees must be able to meet the requirements of the TSA in order to receive an airport identification badge. Individuals will be issued a badge by the Airport Identification Office only

after they have met all necessary security and training requirements including the appropriate certifications of the fingerprint-based background check and the Security Threat Assessment. Authority shall be responsible for all fees associated with the successful Respondent's badge applications; Respondents should not include any costs for badge application fees in their proposals.

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

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

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

*Requires approval of the Director of Operations and Public Safety

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 construct a new FAA Precision Approach Path Indicator (PAPI) on Runway 18R at Frederick W. Smith International Airport. Overall scope includes installation of FAA provided PAPI Equipment and associated utilities/infrastructure. The work includes PAPI equipment installation,

underground electrical installation (conduit and cable), concrete pad, erosion control, and sodding. The general contractor must have experience with airfield electrical and Navigation Aid (NAVAID)/Visual Aid (VISAID) equipment.

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 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.

13.4 SBE Forms

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

13.4.1 SBPP Assurance Statement/Letter of Intent

13.4.2 Respondent SBPP Goals Accomplishment Statement

13.4.3 SBPP Bidder's List

13.4.4 Voluntary Disclosure of Respondent Data (Voluntary)

13.5 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. 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.

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 September 24th, 2026.

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)*

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