

ADVERTISEMENT FOR BIDS

Jackson-Madison County Airport Authority, Tennessee

Separate sealed BIDS for the construction of **NORTHWEST HANGAR SITE DEVELOPMENT** will be received by the Jackson-Madison County Airport Authority, Tennessee, hereinafter referred to as the OWNER, at the Airport Conference Room until **2:00 P.M., local time, TUESDAY, MAY 19, 2026**. BIDS will then be publicly opened and read aloud. Bids received after this time will not be accepted and will be returned unopened.

The Work includes the following principal items: Grading, drainage, paving, marking, seeding, sodding.

A Pre-Bid Conference will be held at **2:00 P.M. local time, MONDAY, MAY 4, 2026**, at the Jackson-Madison County Airport Authority, 308 Grady Montgomery Drive, Jackson, Tennessee 38301. Due to the importance of all bidders having a clear understanding of the scope and requirements for this contract, it is strongly encouraged that bidders attend this meeting. Any changes that may be agreed upon as a result of this meeting will be noted in an addendum sent to all plan holders.

Total Contract Time for completion of the work is **sixty (60) calendar days**.

Liquidated damages for delay will be in the amount of \$1,000.00 per calendar day that the project remains incomplete after the specified completion time.

Electronic and printed copies of bidding Documents may be obtained from <https://bidding.bargedesign.com/>. For questions about ordering documents, call the Barge Plan Room c/o Memphis Reprographics at 901-381-9811. Call prior to picking up documents to ensure availability. Partial sets of Bidding Documents will not be available directly from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of bidding Documents including Addenda, if any, obtained from sources other than the Issuing Office. No part of the purchase will be refunded.

Bid Security: A certified check or bank draft drawn on a solvent bank, payable without condition to the OWNER, or a bid bond of an amount not less than (5%) of the base bid amount shall be submitted with each bid as a guarantee that, if the bid is accepted, a contract will be entered into, and the performance of the contract properly secured.

Contract Security: The Successful BIDDER will be required to furnish separate performance and payment bonds payable to the OWNER. Each bond shall be in an amount equal to 100% of the Contract Price as security for CONTRACTOR’S faithful performance and payment of all obligations under the Contract Documents.

No BID may be withdrawn by the BIDDER within one hundred and twenty (120) days after actual date of opening thereof.

BIDS in the case of corporations not chartered in Tennessee, must be accompanied by proper certificate evidencing that such corporation is authorized to do business in the State of Tennessee.

Bids are to be based upon prevailing wages in Madison County, Tennessee; and in no case are wages considered less than those predetermined by the Secretary of Labor, a schedule of which is contained in the Contract Documents.

The Successful BIDDER whether a resident or nonresident shall be required to comply with all City, County and State licensing and/or permit laws.

Any contract(s) awarded pursuant to this ADVERTISEMENT FOR BIDS may be funded in part by a grant from the U.S. Department of Transportation, Federal Aviation Administration. Neither the United States nor any of its departments, agencies or employees is or will be a party to this ADVERTISEMENT FOR BIDS or any resulting contract. This procurement will be subject to regulations contained in Airport and Airway Department Act of 1982, as amended. Bidders must comply with the following:

- (a) The Buy American Preference incorporates statutory requirements and policies outlined in 49 U.S.C. § 50101, Executive Order 14005, and Build America, Buy America Act (BABA);
- (b) Title VI of the Civil Rights Act of 1964 (Public Law 88-352);
- (c) Davis Bacon Act (40 USC 3141-3144, 3146, & 3147) as supplemented by Department of Labor Regulations (29 CFR Part 5, 2 CFR Part 200, Appendix II(D), and 49 USC 47112(b));
- (d) Federal Debarment and Suspension laws in accordance with 2 CFR Part 180 (Subpart B), 2 CFR Part 200, Appendix II(H), 2 CFR Part 1200, DOT Order 4200.5, and Executive Orders 12549 and 12689;
- (e) Federal laws regulating Lobbying and Influencing Federal Employees in accordance with 31 USC § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR Part 200, Appendix II(I), and 49 CFR Part 20, Appendix A;
- (f) Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247.

Title VI Solicitation Notice:

The Jackson-Madison County Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner’s race, color, national origin, sex, creed, age, or disability in consideration for an award.

DBE Solicitation Notice (No DBE Contract Goal):

The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract. It is the policy of the Jackson-Madison County Airport Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Federal Fair Labor Standards Act Notice:

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, 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.

Trade Restriction Certification

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- c) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

Prohibition of Covered Unmanned Aircraft Systems (UAS)

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

- (a) Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- (b) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to a prospective bidder.
- (c) Contractor default under previous contracts with the Owner.
- (d) Unsatisfactory work on previous contracts with the Owner.

BIDS shall be on the forms included in the Bidding Documents and submitted in an opaque sealed envelope. Bid envelope must contain on the outside of the envelope, the Contractor’s current Certificate of Responsibility Number and the Contractor’s License Number unless a statement on the exterior says that the bid enclosed is less than or did not exceed \$50,000.00. Bid envelope shall also be clearly identified on the outside as follows:

JACKSON-MADISON COUNTY AIRPORT AUTHORITY
BID FOR CONSTRUCTION OF NORTHWEST HANGAR SITE DEVELOPMENT
JACKSON, TN 38301
SUBMITTED BY: (Name of Bidder with Bidder’s Current Tennessee Contractor’s License Number).

The BID shall be addressed to:
Mr. Kyle Barron
Jackson-Madison County Airport Authority
308 Grady Montgomery Drive
Jackson, Tennessee 38301

BIDS submitted by mail shall be registered.

The OWNER reserves the right to reject any and all BIDS, to waive any informalities or irregularities in the BIDS received, and to accept the BID which is deemed most favorable to the OWNER at the time and under the conditions stipulated.

END OF ADVERTISEMENT FOR BIDS