



REQUEST FOR STATEMENT OF QUALIFICATIONS  
FOR SERVICES IN CONNECTION WITH THE

JACKSON MUNICIPAL AIRPORT AUTHORITY  
OUTSIDE LEGAL SERVICES

BY THE  
JACKSON MUNICIPAL AIRPORT AUTHORITY

JMAA PROJECT NUMBER 010-24

DECEMBER 13, 2023

Jackson Municipal Airport Authority  
Attn: Eric Williams  
Title: Procurement Director  
100 International Drive, Suite 300  
Jackson, MS 39208  
Telephone: (601) 360-8622  
Facsimile: (601) 939-3713  
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## **REQUEST FOR STATEMENT OF QUALIFICATIONS**

### **JACKSON MUNICIPAL AIRPORT AUTHORITY**

#### **OUTSIDE LEGAL SERVICES**

#### **JMAA PROJECT NUMBER 010-24**

The Jackson Municipal Airport Authority ("JMAA") is requesting Statement of Qualifications (each, a "Statement of Qualifications") to provide legal and related services (the "Services") to JMAA in connection with the Jackson Municipal Airport Authority Outside Legal Services at JMAA Project No. 010-24.

#### **Scope of Services**

Provide specialized legal services on an as-needed basis in one or more of the following legal services areas: 1) human resources, labor relations, and employee benefits, EEOC administration, 2) leasing, airport concessions development, mixed-use real estate development, inclusive of aeronautical and non-aeronautical development, use of tax increment districts (TIF) or other applicable programs, 3) airline use and lease agreements, 4) federal, state, and or local litigation related to JMAA Operations or Charter, 5) real estate law regarding existing and future projects, 6) zoning, 7) public-private project partnership and development agreements and project development, 8) federal FAA grant assurance, 9) disadvantage business enterprises (DBE) and airport concessions disadvantage business enterprises (ACDBE) regulations, 10) public meeting and public records requirements in the State of Mississippi, 11) procurement and solicitation regulations at the state and federal levels adhering to FAA, DOT, MDOT, and other applicable regulatory agencies with oversight of airports, 12) risk management including all applicable categories of insurances or statutory limitations, 13) department of defense and or military cooperative and or lease agreements, memorandums of understanding, and other vehicles of mutual engagement, 14) environmental relating to airport operations and or commercial, retail, and or industrial development, 15) safety & security related to airport operations, and 16) other matters unique to a public sector commercial service and general aviation airport sponsor and operator.

The selected firms will serve as JMAA's legal advisors on potential matters on an on-call basis in their identified and qualified legal specialty area or areas. Selected firms must be able to qualify as panel counsel for JMAA insurance carriers as applicable. Selected firms must be licensed in the State of Mississippi. Selected firms must invoice JMAA for legal services on a monthly basis.

The proposing firms or individuals, for and in consideration of the payment to be made to it, agree to furnish all labor, material, and equipment necessary or required for the legal work and representation in one or more of the areas described as legal services, in strict conformity with the terms and conditions of the JMAA Professional Legal Services Agreement and state, local and federal requirements.

JMAA will receive sealed electronic or printed submissions only. All submissions of Statement of Qualifications to perform the Services will be accepted until **Wednesday, March 6, 2024, at 4:00 p.m. Central Standard Time (CST)** on (the "Deadline"). RFQ shall be accepted electronically, by mail, or by hand delivery as follows:

Electronically	jmaabids.com
By mail or hand delivery	JMAA's Administrative Office, Suite 300 Main Terminal Building Jackson-Medgar Wiley Evers International Airport 100 International Drive, Jackson, Mississippi 39208

JMAA will not consider any Statement of Qualifications received after Deadline for any reason whatsoever. Information for Respondents relating to this Request for Statement of Qualifications ("RFQ") is on file and open for the public inspection at the offices of JMAA. The Information for Respondents contains a copy of the RFQ, General Information for Respondents, Information Required from Respondents, and Criteria for Selection.

Interested persons may obtain a copy of the Information for Respondents from JMAA via JMAA's website at: jmaabids.com.

After evaluation in accordance with the criteria set forth in the RFQ, JMAA will initiate negotiations with one or more Respondent(s) on the list. If such negotiations fail to produce an agreement, in form and content, satisfactory to JMAA, within a reasonable period of time, then JMAA may reject the ranked Respondent. In that event, JMAA will follow the same process with the other Respondents, in the order of their ranking, until a Respondent agrees to and enters into an agreement satisfactory to JMAA.

JMAA reserves the right to: (1) reject any and all Statement of Qualifications, for any reason, any time before execution of a contract with a Respondent selected by JMAA to perform the Services, and (2) waive any and all informalities and irregularities in the selection process.

JMAA has established a DBE contract goal of 0% for the Services solicited by this RFQ.

JACKSON MUNICIPAL AIRPORT AUTHORITY

December 13, 2023



Rosa M. Beckett, Chief Executive Officer

Advertisement Date	Media
December 13, 2023 & December 20, 2023	La Noticia MS
December 13, 2023 & December 20, 2023	Rankin County News
December 14, 2023 & December 21, 2023	Jackson Advocate
December 14, 2023 & December 21, 2023	Mississippi Link

## **PART I. GENERAL INFORMATION FOR RESPONDENTS.**

1. Issuer: Jackson Municipal Airport Authority. The Jackson Municipal Airport Authority ("JMAA"), a municipal airport authority organized and existing under the Mississippi Airport Authorities Law, Section 61-3-1 et seq., Mississippi Code of 1972, as amended, is the issuer of this Request for Qualifications ("RFQ").
2. JMAA's Authorized Contact. JMAA's Contact for this RFQ is Eric Williams, Director of Procurement. All questions regarding this RFQ must be directed as follows:

Jackson Municipal Airport Authority  
100 International Drive, Suite 300  
Post Office Box 98109  
Jackson, Mississippi 39298-8109  
Attention: Eric Williams  
Telephone: (601) 360-8622  
Facsimile: (601) 939-3713  
E-Mail: ewilliams@jmaa.com

All contact Respondents with JMAA must be through Eric Williams, Director of Procurement. Any unsolicited contact by a Respondent with any member of the Board of Commissioners or the Staff of JMAA regarding this RFQ or the projects which are the subject of this RFQ shall be grounds for disqualification of the Respondent.

3. Disadvantaged Business Enterprise, Minority Owned, Woman Owned, and Small Business Participation. JMAA has established a DBE contract goal of **0%** for the Services solicited by this RFQ.
4. Purpose of RFQ Scope of Work. Provide specialized legal services on an as-needed basis in one or more of the following legal services areas:
  - 1) human resources, labor relations, and employee benefits, EEOC administration,
  - 2) leasing, airport concessions development, mixed-use real estate development, inclusive of aeronautical and non-aeronautical development, use of tax increment districts (TIF) or other applicable programs,
  - 3) airline use and lease agreements,
  - 4) federal, state, and or local litigation related to JMAA Operations or Charter,
  - 5) real estate law regarding existing and future projects,
  - 6) zoning,
  - 7) public-private project partnership and development agreements and project development,
  - 8) federal FAA grant assurance,
  - 9) disadvantage business enterprises (DBE) and airport concessions disadvantage business enterprises (ACDBE) regulations,

- 10) public meeting and public records requirements in the State of Mississippi,
- 11) procurement and solicitation regulations at the state and federal levels adhering to FAA, DOT, MDOT, and other applicable regulatory agencies with oversight of airports,
- 12) risk management including all applicable categories of insurances or statutory limitations,
- 13) department of defense and or military cooperative and or lease agreements, memorandums of understanding, and other vehicles of mutual engagement,
- 14) environmental relating to airport operations and or commercial, retail, and or industrial development,
- 15) safety & security related to airport operations, and
- 16) other matters unique to a public sector commercial service and general aviation airport sponsor and operator.

The selected firms will serve as JMAA's legal advisors on potential matters on an on-call basis in their identified and qualified legal specialty area or areas. Selected firms must be able to qualify as panel counsel for JMAA insurance carriers as applicable. Selected firms must be licensed in the State of Mississippi. Selected firms must invoice JMAA for legal services on a monthly basis.

The proposing firms or individuals, for and in consideration of the payment to be made to it, agree to furnish all labor, material, and equipment necessary or required for the legal work and representation in one or more of the areas described as legal services, in strict conformity with the terms and conditions of the JMAA Professional Legal Services Agreement and state, local and federal requirements.

5. Joint Submissions. Statement of Qualifications submitted in response to this RFQ may be submitted by:
  - 5.1. A single consultant.
  - 5.2. A joint venture (in which all joint venture members will be responsible to JMAA for proper performance of the Services).
  - 5.3. A consultant with Sub-Consultants, so long as all information required by this RFQ is provided for the Consultant and all Sub-Consultants.
6. Selection Process. After evaluation in accordance with the criteria set forth in PART IV: CRITERIA FOR SELECTION, JMAA will initiate negotiations with one or more Respondent(s) on the list. If such negotiations fail to produce an agreement, in form and content, satisfactory to JMAA, within a reasonable period of time, then JMAA may reject the Respondent. In that event, JMAA will follow the same process with the other Respondents, in the order of their ranking, until a Respondent agrees to and enters into an agreement satisfactory to JMAA.

## **PART II. GENERAL REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS.**

1. **Deadline.** The Statements of Qualifications must be received by **4:00 p.m. (CST) Wednesday, March 6, 2024** (the "Deadline"). Submissions shall be accepted by electronically, mail or hand delivery as follows:

Electronically                      jmaabids.com

By mail or hand delivery JMAA's Administrative Office, Suite 300  
Main Terminal Building  
Jackson-Medgar Wiley Evers International Airport  
100 International Drive, Jackson, Mississippi 39208

If submission is electronic, the time of receipt will be the date/time as determined by JMAA's server. If submission is submitted by mail or hand delivery, the time of receipt will be the date/time of receipt noted by JMAA on the face of the tendered envelope.

JMAA will deem any Statements of Qualifications received after the Deadline non-responsive and will reject all late-received submissions, without review. The opening of any Statement of Qualifications does not constitute approval by JMAA of such Respondent as a suitable and qualified Respondent.

2. **Interpretation of Information for Respondents & Questions and Request for Additional Information.** Each Respondent should examine the Information for Respondents carefully. All questions must be submitted in writing and delivered electronically to JMAA's authorized contact (reference Part I, number 2 of RFQ). JMAA Project Name and Project Number must be listed in the subject line. Only interpretations, clarifications or corrections by Addendum issued by Eric Williams, Director of Procurement, shall be binding on JMAA and the Respondents. The deadline for submitting questions is **Tuesday, February 6, 2024 at 4:00 p.m. (CST)**.
3. **Intent to Respond.** It is JMAA's desire to receive notice of your company's intent to respond to this solicitation. A response is not mandatory; however, responses will allow JMAA to make any possible corrections or clarifications to the RFQ prior to the deadline to submit Qualifications and allow JMAA to improve future processes. The Intent to Respond Form can be found as **Exhibit 4**. Please complete and submit the form by **Friday, February 9, 2024 at 4:00 p.m. (CST)** via the contact information provided on the form.
4. **Addenda.** If it becomes necessary to revise any aspect of this RFQ or to provide additional information to Respondents, JMAA, will issue one or more Addenda by posting on JMAA's website <http://jmaabids.com>.
  - 4.1. JMAA will also endeavor to deliver a copy of each Addendum to all persons on record with JMAA as receiving a copy of the Information for Respondents electronically.
  - 4.2. No Addendum will be issued later than five (5) business days prior to the Deadline, except an Addendum withdrawing this RFQ or postponing the Deadline (which Addendum may be issued at any time up to the Deadline).
  - 4.3. Each Respondent is solely responsible for ensuring that it receives and understands all Addenda issued by JMAA.



5. Copies to be Provided. Each Respondent must submit one (1) paper copy of its Statement of Qualifications. In addition, each Respondent must submit one (1) copy of its entire Statement of Qualifications (including all attachments and exhibits) in digital format. The digital copy of the Statement of Qualifications shall be submitted on USB flash drive in Adobe\*.pdf (searchable) format. The paper copy and the digital copy of the Statement of Qualifications must be enclosed in a sealed envelope or package, the outside of which must be marked with the name of the Respondent and the following in letters at least one (1) inch in height: **"Statement of Qualifications for Jackson Municipal Airport Authority Outside Legal Services, Project Number 010-24."**
6. Formatting and Page Limits. No Statement may exceed 30 pages, exclusive of appendices. The Respondent's letter of transmittal, table of contents, summaries and introductions shall be included in the 30-page limit. JMAA prefers a Statement of Qualifications contained on 8.5" x 11" pages only, with all four margins being at least one inch. All text information in the main part of the Statement of Qualifications be in an easily read font. All required forms enclosed as Exhibits in this RFQ, and references may be included as appendices which will not be counted against the 30-page limitation. Statements of Qualifications should be prepared simply and economically, and they should provide a straightforward and concise description of the Respondent's proposal, including its ability to perform the Services.
7. Information to be Provided. Statement of Qualifications must respond to all requirements of the RFQ and be sufficient for JMAA to evaluate the qualifications and experience of the Respondent and the Respondent's ability to perform the Services. At a minimum, the information specified in PART III: INFORMATION REQUIRED FROM RESPONDENTS must be provided. The information provided in the Statement must be complete and accurate, and the Statement of Qualifications must be sworn to before a **notary public** by an officer, partner or member of the Respondent authorized to bind the Respondent using the Identification of Respondent form attached as **Exhibit 1**.
8. Acknowledgement of Addenda. Each Respondent must acknowledge receipt of any Addendum to this RFQ or the Information for Respondents. Respondent shall do this by including with its Statement of Qualifications a properly executed Acknowledgment of Receipt of Addendum in the form that accompanies such Addendum, if any.
9. Statement Must Be Signed. Each Respondent must manually sign and have notarized at least one copy of its Statement of Qualifications by submitting an Identification of Respondent form attached as **Exhibit 1**.
10. Representations of Respondent. Each Respondent, by submitting a statement of Qualifications, represents that:
  - 10.1. It read and understands the Information for Respondents.
  - 10.2. Is familiar with the conditions under and the purpose for which the Services will be performed.
  - 10.3. Has all professional qualifications, licenses, certifications and registrations necessary to perform the Services and is knowledgeable of and has fully complied with them; and,
  - 10.4. If selected by JMAA, will fully comply with all federal, state, local laws, ordinances, rules and regulations that apply to the Services and Respondent's performance of them.

11. Investigations. JMAA reserves the right to make any and all investigations as it deems necessary to establish the competency of any Respondent to perform the Services.
12. Rejection of Statement of Qualifications. JMAA reserves the right, in its sole discretion, to reject any and all Statement of Qualifications and to waive any technicality, informality or irregularity in any Statement of Qualifications received, for any reason, at any time prior to entering into a contract to perform the Services. Without limiting the foregoing, JMAA specifically reserves the right to reject a Statement of Qualifications which is incomplete or irregular in any manner.
13. Agreement. The Agreement will contain, among other things, an agreement to perform the Services in accordance with standards of the industry, provisions required by applicable law and such other terms and conditions as JMAA deems appropriate. In no event will the Agreement contain any provision which (i) limits the Consultant's liability to JMAA or (ii) indemnifies the Consultant for the acts of JMAA or others.
14. Compensation. JMAA will select a Respondent based on qualifications and experience expressed in the Statement of Qualifications provided. Respondents should **not submit any cost or fee** information or performance schedule with their Statement of Qualifications. JMAA will negotiate with the selected Respondent concerning fees, costs and a schedule for the Services.
  - 14.1 The selected Respondent will be required to submit a proposed schedule of fees and estimated expenses information prior to execution of an agreement and may be either:
    - 14.1.1 A firm fixed price, plus or inclusive of out-of-pocket expenses; detail breakout required (hourly rate, proposed fees, and estimated reimbursable amount) and/or
    - 14.1.1 On an hourly basis at approved rates per service classification, subject to a predetermined maximum for each task.
15. Costs Incurred by Respondents Prior to Execution of an Agreement and Notice to Proceed. JMAA will not be responsible for any costs incurred by any Respondent in preparation of its Statement of Qualifications. Further, JMAA will not be responsible for any costs incurred by the selected Respondent under any agreement prior to the effective date of the Agreement.
16. Disclosure of Response Contents. All materials submitted in response to this RFQ will be the property of JMAA and may be held by JMAA or returned to each respective Respondent, at JMAA's sole discretion. In preparing its Statement of Qualifications, each Respondent should be aware that some or all of its submission may be subject to public inspection and/or reproduction under the Mississippi Public Records Law, § 25-61-1 et seq., Mississippi Code of 1972, as amended.
17. Nondiscrimination. JMAA, 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) and the Regulations, hereby notifies all respondents to this RFQ that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

By submitting a Statement of Qualifications, each Respondent agrees that it understands that JMAA is an equal opportunity employer. It is the policy of JMAA to comply with all applicable portions of Title VI of the

Civil Rights Act of 1964, as amended; Executive Order 11246, as amended and as supplemented by Department of Labor Regulations (41 CFR Part 60), and 49 CFR Part 21, as amended, which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, or disability. The Agreement will require that the Respondent (and all subcontractors) represent and warrant to JMAA that it (and they) will comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, as amended; Executive Order 11246, as amended and as supplemented by Department of Labor Regulations (41 CFR Part 60), and 49 CFR Part 21, as amended, and all other laws, rules and regulations prohibiting discrimination.

18. It is the policy of JMAA that maximum opportunity to participate in performance of the Services is provided to firms certified as minority and/or business enterprises by a State or Local government agency or non-profit organization recognized by JMAA as an authority in this field. **JMAA has established a DBE contract goal of 0% for the Services solicited by this RFQ.**
19. Trade Restriction Certification. By submission of a Statement of Qualifications, the Respondent certifies that with respect to this solicitation and any resultant Agreement, the Respondent:
  - 19.1. 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 published by the Office of the United States Trade Representative (U.S.T.R.);
  - 19.2. Has not knowingly entered into any contract or subcontract for these projects 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 U.S.T.R; and
  - 19.3. Has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.
  - 19.4. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.
  - 19.5. The Respondent must provide immediate written notice to JMAA if the Respondent learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Respondent must require Sub-Consultants to provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.
  - 19.6. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or Sub-Consultant:
    - 19.6.1. Who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.; or

- 19.6.2. Whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list; or
- 19.6.3. Who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.
- 19.7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of Consultant or any Sub-Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 19.8. The Respondent agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective Sub-Consultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R., unless the Respondent has knowledge that the certification is erroneous.
- 19.9. This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Consultant or Sub-Consultant knowingly rendered an erroneous certification, the FAA may direct through JMAA cancellation of the contract or subcontract for default at no cost to JMAA or the FAA.
20. 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 Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
21. Conflicts of Interest and Gratuities. **Each Respondent must complete, execute, and submit a Certification Regarding Gratuities with its Submission.** Failure to execute and submit the Certification attached as **Exhibit 2** to this RFQ will be grounds for rejection of the Respondent's Proposal without review or consideration by JMAA.
22. Certification Regarding Lobbying. The Respondent certifies by signing and submitting a Request for Qualifications, to the best of his or her knowledge and belief, that:
- 22.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Respondent, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 22.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for

influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 22.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- 22.4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **PART III. INFORMATION REQUIRED FROM RESPONDENTS**

1. Required Information. To be selected, a Statement of Qualifications must demonstrate that the Respondent is highly qualified by expertise and experience to perform the Services. A Statement of Qualifications should emphasize the Respondent's qualifications and experience regarding all aspects of the Services. At a minimum, all of the following information **MUST** be furnished by each Respondent, as part of its Statement of Qualifications. The information provided must be complete and accurate. Any omission, inaccuracy, or misstatement may be cause for rejection of the submission.
2. Identification of Respondent.
  - 2.1. Cover Letter.
  - 2.2. Full, correct, legal name and type of business entity of the Respondent, and, if applicable, the Respondent's state of incorporation or organization.
  - 2.3. The Respondent awarded the Services will be required to be authorized by the Mississippi Secretary of State to do business in the State of Mississippi and be in good standing at all times while performing the Services and obtain and maintain a City of Jackson Business Privilege License.
  - 2.4. Street and Mailing address of the Respondent.
  - 2.5. Name of the Respondent's representative for purposes of notice or other communications regarding the RFQ.
  - 2.6. If the address of the Respondent or name of the Respondent's representative, for purposes of notice or

other communications regarding the Agreement, will be different from the above, such other address or name must be provided.

- 2.7. Telephone and email addresses for the Respondent and, if different, for the Respondent's representative regarding the Proposal and the Agreement.
- 2.8. Name, titles and business address of each director, senior officer and any shareholder, partner or member having, owning, or controlling 10% or more ownership interest in the Respondent.
3. Organizational Summary. An organizational summary of the Respondent to include the following:
  - 3.1. A description of the Respondent's organization, including addresses of all central, branch or satellite offices; the number of employees; all major divisions and areas of expertise.
  - 3.2. A description of the offices, facilities, and equipment, including computer software and computer-based programs, the Respondent would use to perform the services.
  - 3.3. A description of the key personnel the Respondent will utilize to perform the Services, including education, professional qualifications, length of service, special expertise.
  - 3.4. Staffing and Key Personnel. Respondent shall affirm and provide supporting evidence that the Respondent's organization is sufficiently staffed and capable of performing the Services properly and fully. If Respondent will be utilizing any law associates, paralegals, law clerks, legal secretaries, or other staff to perform the Services, please provide information about their education, professional qualifications, length of service, special expertise, and experience.
  - 3.5. Respondent and any attorneys on Respondent's staff who will be performing the Services must be members of and in good standing with the Mississippi State Bar Association. Respondent shall affirm and provide supporting evidence such as a membership card, roll number, or certificate of good standing from the Mississippi State Bar Association.
4. Terminated Contracts, Forfeiture, Bankruptcies, Etc., State the following by completing **Exhibit 3**:
  - 4.1. Regarding all contracts of the Respondent (or any subsidiary, parent, or affiliate of the Respondent) for services, similar to the Services sought by the RFQ that were terminated, either voluntarily or involuntarily, prior to the expiration of their respective terms during the past five (5) years: the name, location and address of the other party(ies) to said contracts, if any, and the date(s) of termination;
  - 4.2. Regarding any forfeited or canceled sureties or bonds within the past five (5) years, the name and address of the surety and date of the forfeiture or cancellation;
  - 4.3. A detailed description of any judgments and any pending or threatened lawsuits involving Respondent (or any wholly owned subsidiary, parent, or affiliate of the Respondent) during the past five (5) years for work or services similar to the Services sought by this RFQ;

- 4.4. A description, date of filing and court address for any petition in bankruptcy filed by or against the Respondent (or any wholly owned subsidiary, parent, or affiliate of the Respondent) during the past five (5) years.
5. Expertise and Special Knowledge. In the event certain features of the Services are of such complexity and nature as to require specialized or expert assistance, Respondent shall affirm that the Respondent's organization or team is sufficiently staffed with such specialists. However, if it will be necessary to associate with others to provide the specialized or expert assistance, a full description and identification of the person(s)/entity(ies) that will be associated and a description of the work she/he/it will perform shall be provided.
6. Insurance. Respondent shall affirm that it has the capability to meet the following insurance requirements prior to execution of an Agreement with JMAA:
- 6.1. Consultant shall maintain at its own expense, insurance in accordance with the following throughout the term of an agreement for the following:
- 6.1.1. Professional liability insurance in an amount not less than \$1,000,000.00 (including blanket contractual liability coverage with all coverage retroactive to the earlier of the date of the Agreement or the commencement of Consultant's Services in relation to a Project), said coverage to be maintained for a period of at least three (3) years following completion of a project or the performance of the Services, whichever comes later.
- 6.1.2. Commercial General Liability Insurance in an amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, including coverage for blanket contractual liability, broad form property damage, personal and bodily injury, and products/completed operations;
- 6.2. All insurance policies required shall be issued by a solvent insurance company or companies admitted or licensed to write such insurance in Mississippi; shall name JMAA as an additional insured; and **shall contain a waiver of subrogation** in favor of JMAA.
- 6.3. Without limiting the foregoing, Consultant's policy or policies of insurance required hereunder shall contain blanket contractual insurance coverage so as to protect JMAA's interests. Each policy requires at least thirty (30) days prior written notice to JMAA before modification or termination.
- 6.4. Consultant shall be responsible for all deductibles and for any inadequacy or absence of coverage. Consultant shall bear all costs and losses attributable to such deductibles and to coverage limitations. Consultant shall have no claim or recourse against JMAA for any costs or loss attributable to such deductibles or to coverage limitations, exclusions, or unavailability.
- 6.5. Consultant shall deliver certificates evidencing the insurance required hereunder promptly upon execution of an agreement and at such other times upon JMAA's request.
7. Independent Contractor. Respondent shall affirm that by completing **Exhibit 3** (i) at all times it will be regarded as an independent Contractor and shall at no time act as the employee or agent of JMAA; (ii) nothing contained in any Agreement shall be deemed or construed by JMAA, Respondent or any third party as creating the relationship of principal and agent, partners, employer and employee, or any other similar such

relationship between JMAA and Respondent; and (iii) it shall not be entitled to participate in any employee benefit or welfare programs offered by or through JMAA including, without limitation, participation in any retirement plan, any workers compensation insurance coverage, health insurance plan or other benefit.

8. Governing Law, Jurisdiction and Venue. Respondent shall affirm by completing **Exhibit 3** that this Agreement, and the rights and obligations of JMAA and Respondent hereunder, shall be governed by and construed in accordance with the laws of the State of Mississippi, without regard to the principles of conflict of law, and venue shall be solely in a Mississippi state court of competent jurisdiction for any lawsuit or litigation, of any type or nature, arising out of and/or regarding this Agreement.
9. Attorneys' Fees. Respondent shall affirm by completing **Exhibit 3** that as to any action that shall be brought on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of an Agreement, the prevailing party shall be entitled to recover, as part of its costs, its actual and reasonable attorneys' fees.
10. Other Information. Any other information the Respondent wishes to submit to JMAA for consideration in evaluating the Respondent's Proposal may be submitted.

#### **PART IV. CRITERIA FOR SELECTION**

All submissions per Part II, GENERAL REQUIREMENTS FOR PROPOSALS, received before the Deadline will be reviewed and evaluated by JMAA Board of Commissioners.



**EXHIBIT 1**  
**IDENTIFICATION OF RESPONDENT**

1. Respondent's full legal name is: \_\_\_\_\_

2. Respondent is (mark one):

<input type="checkbox"/> Corporation	<input type="checkbox"/> Individual
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Limited Liability	<input type="checkbox"/> Other Company

Respondent is registered in the State of \_\_\_\_\_.

3. Respondent's street and mailing addresses are as follows:

Street Address

Mailing Address


4. Respondent's representative regarding this Proposal is: \_\_\_\_\_

5. Telephone number, facsimile number, and e-mail address for Respondent's representative:

Telephone number: \_\_\_\_\_

Facsimile number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

6. Affirmations:

- ☐ I affirm that if selected for the Services in this Request for Statement of Qualifications, the insurance requirements established in Part III, Information Required from Respondents, Number 10 will be met and Certificates of Insurance shall be provided to JMAA with JMAA listed as additional insured prior to execution of an Agreement.
- ☐ I affirm that if selected for the Services in this Request for Statement of Qualifications, I or my company will register to conduct business with the Mississippi Secretary of State as established in Part III, Information Required from Respondents, Number 2.2 prior to execution of an Agreement.
- ☐ I affirm that if selected for the Services in this Request for Statement of Qualifications, I or my company will obtain a City of Jackson Mississippi Business Privilege License as established in Part III, Information Required from Respondents, Number 2.2 prior to execution of an Agreement.

The undersigned hereby represents everything in this Statement of Qualifications is true, correct and complete.

The undersigned acknowledges and agrees that JMAA reserves the right to reject any and all Proposals, to re-advertise for Services, and to waive any informalities, technicalities, and irregularities in the Statement of Qualifications received at any time prior to execution of the Agreement for any reason.

Respectfully submitted,  
RESPONDENT:

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Legal Name of Respondent

Date: \_\_\_\_\_

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Signature

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Printed Name of Signatory

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Title of Signatory

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 within my jurisdiction, the within named \_\_\_\_\_ (Name), who acknowledged that he/she is \_\_\_\_\_ (Title) of \_\_\_\_\_ (Company Name), and that for and on behalf of said Company, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said Company so to do.

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Notary Public

My Commission Expires:

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[S E A L]

## **EXHIBIT 2**

### **CONFLICTS OF INTEREST AND GRATUITIES**

**ONLY EXHIBIT 2, ATTACHMENT B IS REQUIRED WITH YOUR SUBMISSION.**

**CHAPTER:** EXECUTIVE

**POLICY TITLE:** CONFLICT OF INTEREST AND GRATUITIES

**POLICY NUMBER:** 1-100

**ADOPTED:** 10/22/15

**REPLACES/REVISES:** 1-100 **DATED:** 12/20/2005

**REFERENCES:**

**PURPOSE:** Provides policy on conflict of interests and gratuities for the Jackson Municipal Airport Authority.

**POLICY:**

It is the policy of the Jackson Municipal Airport Authority (the "Authority") that all actions of the Authority be free from improper or inappropriate influence.

**APPLICATION:**

The Board of Commissioners of the Authority, as well as all employees of the Authority, shall abide by the state ethics statutes, as set out in Miss. Code Ann., Sec. 25-4-101, et seq. (1972), as amended.

No member of the Board of Commissioners of the Authority, and no member of the staff of the Authority, shall have any interest, direct or indirect, in any person or entity doing and/or seeking to do business with the Authority, that is prohibited by applicable law.

No person or entity doing business with the Authority, or seeking to do business with the Authority, may offer or agree to offer, under any circumstances, any gift, gratuity, or favor (including travel), regardless of value or form, to any Commissioner, employee or representative of the Authority, except as permitted herein.

Notwithstanding the foregoing, nothing in this Policy is intended to prohibit the receipt by any member of the staff of the Authority of an occasional, nominal business courtesy, such as a meal or promotional item provided by any person doing business or seeking to do business with the Authority. However, gifts, gratuities and favors valued in excess of \$25.00 (including meals) are not acceptable; nor is a cash

distribution of any amount. If the value of a gift is undetermined, it should be considered unacceptable.

#### **CERTIFICATIONS:**

Each employee of the Authority shall be required to sign and submit the certification attached to this Policy as Exhibit A entitled “Certification Regarding Gratuities: Airport Authority Employees”. Certification shall be submitted by a member of the staff of the Authority, promptly upon employment. Subsequent certifications shall be signed and submitted no later than October 1 of each year.

Each person or entity doing business with the Airport Authority, or seeking to do business with the Authority, will be provided a copy of this Policy and shall be required to sign and submit the certification attached to this Policy as Exhibit B, “Certification Regarding Gratuities: Persons or Entities Conducting or Seeking to Conduct Business with the Authority”. Violation of this Policy will be cause for disqualification of such person or entity from any selection process, on going and future, regarding the Authority, involving the person or entity, and termination of any agreement already executed with the Authority by the person or entity.

**ATTACHMENT A - NOT TO BE SUBMITTED**  
**JACKSON MUNICIPAL AIRPORT AUTHORITY**

**Certification Regarding Conflicts of Interest and Gratuities Airport Authority Employees**

The undersigned \_\_\_\_\_, hereby acknowledges having received a copy of the Jackson Municipal Airport Authority's (the "Authority") Policy on Conflicts of Interest and Gratuities (the "Policy"). As contemplated by the Policy, the undersigned hereby certifies as follows:

1. The undersigned has reviewed and understands the Policy.
2. Mark one as appropriate:
  - ☐ The undersigned has no interest, direct or indirect, in any person or entity that currently does business of any kind or nature with the Authority.
  - ☐ The undersigned has an interest in the persons or entities described on the attachment to this Certificate (describe relationship, including nature of the interest and the date acquired, and attach to this Certificate).
3. The undersigned will immediately advise the Chief Executive Officer in writing of any interest, director indirect, that the undersigned may acquire in any person or entity doing or seeking to do business with the Authority.
4. The undersigned acknowledges that it may not accept any gift or gratuity from any person or entity doing or seeking to do business with the Authority except for gifts or gratuities of nominal value as provided in the Policy.
5. The undersigned will immediately report any offer of a gift or gratuity prohibited under the Policy to the Chief Executive Officer of the Authority.

In Witness Whereof, the undersigned has executed this Certificate on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

## ATTACHMENT B

### JACKSON MUNICIPAL AIRPORT AUTHORITY

#### Certification Regarding Gratuities

#### Persons or Entities Conducting or Seeking to Conduct Business with the Authority

The undersigned \_\_\_\_\_, hereby acknowledges having received a copy of the Jackson Municipal Airport Authority's (the "Authority") Policy on Conflicts of Interest and Gratuities (the "Policy"). As contemplated by the Policy, the undersigned hereby certifies as follows:

1. The undersigned has reviewed and understands the Policy.
2. The undersigned certifies that she/he/it has not provided any gift, gratuity, or favor (including travel) to any Commissioner, employee, or representative of the Authority in violation of the Policy.
3. The undersigned acknowledges that if she/he/it does provide any gift, gratuity or favor (including travel) to any Commissioner, employee or representative of the Authority, in violation of this Policy, such violation of the Policy will be cause for immediate disqualification of the undersigned from any selection process, on going and future, regarding the Authority involving the undersigned, and termination of any agreement already executed with the Authority by the undersigned.

In Witness Whereof, the undersigned has executed this Certificate on the day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Print Name of Entity if an Entity

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name + Title

## EXHIBIT 3

### STATEMENT OF AFFIRMATIONS

#### 1. Terminated Contracts, Forfeiture, Bankruptcies

Regarding all contracts of the Respondent (or any subsidiary, parent, or affiliate of the Respondent) for services, similar to the services sought by the RFQ that were terminated, either voluntarily or involuntarily, prior to the expiration of their respective terms during the past five (5) years: the name, location and address of the other party(ies) to said contracts, if any, and the date(s) of termination:

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Regarding any forfeited or canceled sureties or bonds within the past five (5) years, the name and address of the surety and date of the forfeiture or cancellation.

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A detailed description of any judgements and any pending or threatened lawsuits involving Respondent (or any wholly owned subsidiary, parent or affiliate of the Respondent) during the past five (5) years for work or services similar to the Services sought by this RFQ:

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A description, date of filing and court address for any petition in bankruptcy filed by or against the Respondent (or any wholly owned subsidiary, parent, or affiliate of the Respondent) during the past five (5) years.

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\*If additional room is required, please attach additional pages following this Exhibit.

**2. Insurance**

☐ By checking the box, Respondent affirms that it has the capability to meet the insurance requirements of the RFQ prior to execution of an agreement with JMAA.

**3. Independent Contractor**

☐ By checking the box, Respondent affirms that: (i) at all times it will be regarded as an independent Contractor and shall at no time act as the employee or agent of JMAA; (ii) nothing contained in any Agreement shall be deemed or construed by JMAA, Respondent or any third party as creating the relationship of principal and agent, partners, employer and employee, or any other similar such relationship between JMAA and Respondent; and (iii) it shall not be entitled to participate in any employee benefit or welfare programs offered by or through JMAA including, without limitation, participation in any retirement plan, any workers compensation insurance coverage, health insurance plan or other benefit.

**4. Governing Law, Jurisdiction and Venue**

☐ By checking the box, Respondent affirms that this Agreement, and the rights and obligations of JMAA and Respondent hereunder, shall be governed by and construed in accordance with the laws of the State of Mississippi, without regard to the principles of conflict of law, and venue shall be solely in a Mississippi state court of competent jurisdiction for any lawsuit or litigation, of any type or nature, arising out of and/or regarding this Agreement.

**5. Attorneys' Fees**

☐ By checking the box, Respondent affirms that as to any action that shall be brought on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of an Agreement, the prevailing party shall be entitled to recover, as part of its costs, its actual and reasonable attorneys' fees.

[SIGNATURE PAGE TO FOLLOW]



Respectfully submitted,

RESPONDENT:

---

Legal Name of Respondent

Date:

---

Signature

---

Printed Name of Signatory

---

Title of Signatory

## EXHIBIT 4

### INTENT TO RESPOND FORM

This form acknowledges your receipt and states whether your firm intends to provide or not provide a submission.

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Disadvantaged Business Enterprise (DBE) Status** (please check one):

☐ Certified Disadvantaged Business Enterprise      ☐ Minority/Woman Business Enterprise

☐ SBA8(a)      ☐ Non-DBE

**Do you plan to provide a submission** (please check one)?      ☐ Yes      ☐ No

**If No, please state the reason(s).**

**Point of Contact Signature:** \_\_\_\_\_

**Point of Contact Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Please return this form to Eric Williams at [ewilliams@jmaa.com](mailto:ewilliams@jmaa.com) by 4:00 p.m. CST on Friday, February 9, 2024.**

## EXHIBIT 5

### PROCUREMENT QUALITY ASSURANCE AND VERIFICATION PROFILE SHEET

Respondent must submit this completed form and all documents required by this form with their Submission:

#### Company Profile:

Company Name: \_\_\_\_\_

Point of Contact (POC): \_\_\_\_\_

POC Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Company Email: \_\_\_\_\_

Name & EIN Number on W-9 Form: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Owner/Operator: \_\_\_\_\_

#### Biographical Information

Company Headquarters: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Year Company Incorporated/Founded: \_\_\_\_\_

Type of Company: (Select One)

☐ Individual/Sole Proprietor or Single-Member LLC  
☐ C Corporation  
☐ S Corporation

☐ Partnership  
☐ Trust/Estate  
☐ Limited Liability Company  
☐ Other

### Ownership Demographics

Primary Owner Ethnicity:

☐ Asian  
☐ African American  
☐ Caucasian

☐ Pacific Islander  
☐ Hispanic  
☐ Native American

Primary Owner Gender (Select One):

☐ Male

☐ Female

Supporting Documents:

Attached: (insert Yes or No)

Registration with MS Secretary of State \_\_\_\_\_

Last Filed Annual Report \_\_\_\_\_

Current W-9 \_\_\_\_\_

Bid Bond \_\_\_\_\_

Professional License / Certification \_\_\_\_\_

City of Jackson Privileged Tax License \_\_\_\_\_

JMAA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations, hereby notifies all responders or offerors that it will affirmatively ensure that any contract or agreement entered into pursuant to this solicitation will be afforded full and fair opportunity to bids or offers in response to this solicitation and will not be discriminated against on the ground of race, color, national origin, sex, disability or any other condition made unlawful by federal or state laws in consideration for an award.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Contract Details:

Project Number  
(if applicable):

Terms:

## Reference Verification:

Reason for JMAA entering into this contract:

**EXHIBIT 6**  
**FORM OF AGREEMENT**

_____ Name of Bidder's Authorized Agent	_____ Signature
_____ Title	_____ Date

The submitter of qualifications must submit this completed form as part of its submission.

SERVICE AGREEMENT  
BETWEEN JACKSON MUNICIPAL AIRPORT AUTHORITY  
AND \_\_\_\_\_  
AGREEMENT NUMBER:

This Service Agreement ("Agreement") is made and entered into by and between Jackson Municipal Airport Authority ("JMAA"), a municipal airport authority organized and existing under the laws of the State of Mississippi, and \_\_\_\_\_ ("Contractor"), a \_\_\_\_\_ . Together, JMAA and Contractor will be referred to hereinafter as "the Parties".

RECITALS:

- A. JMAA operates the Jackson-Medgar Wiley Evers International Airport, a commercial service airport located in the City of Jackson, Rankin County, Mississippi ("JAN"), and Hawkins Field Airport, a reliever and general aviation airport located in the City of Jackson, Hinds County, Mississippi ("HKS" and, together with JAN, the "Airports").
- B. JMAA has the need for \_\_\_\_\_, the "Services", as more particularly described in the attached scope.
- C. JMAA desires to engage Contractor to perform the Services, and Contractor desires to perform the Services for JMAA, on the terms and conditions set forth in this Agreement.

AGREEMENT:

In recognition of and in reliance upon the foregoing recitals, and in consideration of the mutual promises and covenants set forth in this Agreement, and in exchange for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged. JMAA and Contractor agree as follows:

1. Compensation and Payments

- 1.1. Fees and Expenses. JMAA shall pay Contractor a fee of \$ \_\_\_\_\_ for the Services, to be invoiced as set forth herein.
- 1.2. Invoices. Contractor's invoices for the Services shall be in such form as JMAA may reasonably request and shall include, together with any other appropriate information, the following:

- 1.2.1. JMAA's Contract Number; the amount requested under the invoice, specifying in detail the fees and Reimbursable Expenses requested by Contractor. All invoices should be emailed to [accountspayable@jmaa.com](mailto:accountspayable@jmaa.com) before the 10th of each month to be included on the Claims Docket for approval of payment for that month.
  - 1.2.2. A brief summary of the Services to which the fees and Reimbursable Expenses relate.
  - 1.2.3. Supporting invoices and actual receipts for all Reimbursable Expenses.
  - 1.2.4. Invoices must be supported by a complete, executed JMAA Project/Contract Reporting Form, attached as Attachment 1 to this Agreement.
- 1.3. Payment Not Acceptance of Defective Work. No payment to the Contractor, including final payment, shall be construed as acceptance by JMAA of defective or incomplete Services, or as a waiver of any claims arising out of defective or incomplete Services, and Contractor shall remain responsible and liable for performance of the Services in strict compliance with this Agreement.
- 1.4. Acceptance of Payment Constitutes Waiver. Acceptance by Contractor of any payment from or on behalf of JMAA shall constitute a waiver and release of any claim that Contractor may have against JMAA arising out of or relating to Services covered by the payment. Acceptance of final payment by Contractor for the Services shall constitute a waiver and general release to JMAA of all claims that Contractor may have against JMAA arising out of or relating to the Services.
- 1.5. Withholding of Payment. JMAA reserves the right to withhold payment of any amount to Contractor for Services which JMAA determines to be deficient or to protect JMAA from any potential loss or damage from Contractor's failure to comply with the terms of this Agreement.
- 1.6. Late Payment. Any payment not made by JMAA within forty-five (45) days of receipt of a proper invoice from Contractor for fees and expenses due and owing shall bear interest at the rate and in the manner prescribed in MISS. CODE ANN. § 31-7-305. Provided, no payment properly withheld by JMAA under Paragraph 1.5 shall bear interest.
2. Effective Date and Term. This Agreement shall be effective by and between the Parties from and after the last date of execution of this Agreement by Contractor and JMAA ("Effective



Date”). The term of the Agreement shall be for a period of time commencing on the Effective Date and ending \_\_\_\_\_.

3. Representations and Warranties.

3.1. Representations and Warranties of Contractor. Contractor represents and warrants to JMAA as follows:

- 3.1.1. Contractor is a \_\_\_\_\_ and has the authority to enter into this Agreement and to perform each of its obligations hereunder including, without limitation, the Services.
- 3.1.2. Contractor is knowledgeable of all federal and state laws, codes, rules, regulations and orders applicable to the Services to be provided hereunder, and all Services performed or work produced by Contractor shall comply with all such laws, codes, rules, regulations and orders.
- 3.1.3. Contractor is experienced and fully qualified to perform the Services set forth or otherwise contemplated by this Agreement, and, to the extent it is necessary, Contractor is properly licensed in accordance with all applicable laws, codes, rules and regulations to perform such Services.
- 3.1.4. If applicable, Contractor shall timely obtain and pay for all licenses and permits necessary for operations at JAN, including but not limited to a City of Jackson Mississippi Business Privilege License and registration with the Mississippi Secretary of State.
- 3.1.5. Contractor represents that it has or will obtain prior to performance of the Services the full rights under applicable federal, state and local laws, including patent and copyright laws, to provide all the Services covered under this Agreement, including without limitation, the necessary rights to all products of the Services.
- 3.1.6. Contractor agrees and affirms that JMAA shall have the sole right to and ownership of all products of the Services provided or produced by Contractor under this Agreement. Subject to the foregoing, all materials and information provided by or on behalf of JMAA to Contractor in connection with this Agreement shall be and remain the property of JMAA and shall be returned to JMAA at the completion of the Services, at the expense of the Contractor.

### 3.2. Representations and Warranties of JMAA.

3.2.1. JMAA is a municipal airport authority duly organized by the City of Jackson, Mississippi, and validly existing under the Mississippi Airport Authorities Law, MISS. CODE ANN. § 61-3-1 *et seq.*

3.2.2. JMAA has full power and authority to undertake its obligations under this Agreement.

3.2.3. JMAA shall timely provide or cause to be provided to Contractor all materials or information within its possession or control relating to the Services and required to be provided to Contractor under this Agreement or reasonably necessary for Contractor to complete the Services.

3.2.4. JMAA shall timely pay Contractor for all Services performed and provided in accordance with the terms of this Agreement for which Contractor has submitted an invoice to JMAA in accordance with Paragraph 1.2.

4. Assignment. Notwithstanding any other provision of this Agreement, Contractor shall not assign this Agreement, in whole or in part, to any other person or entity, without the prior written consent of JMAA.

5. Amendments. Contractor shall perform the Services in strict accordance with the requirements of this Agreement. Contractor shall not make changes in the Services without the written consent of JMAA, which consent shall be obtained prior to performing or utilizing such deviations. Any deviations not properly approved and authorized shall be considered defective.

6. Gratuities and Compensation from Contractor. Contractor shall not, under any circumstances, offer or agree to offer any gift or gratuity, regardless of value, to any Commissioner, employee or representative of JMAA.

7. Nondiscrimination.

7.1. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

7.1.1. This provision binds the Contractor and its subcontractors from the solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

7.2. During the performance of the Agreement, the Contractor, for itself, its assignees, and successors in interest agrees as follows:

7.2.1. Compliance with Regulations. The Contractor shall comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract

7.2.2. Nondiscrimination. The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

7.2.3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed through a subcontractor, including procurement of materials, or lease of equipment, each potential subcontractor supplier will be notified by Contractor of Contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities to avoid any discrimination on the bases of race, color, or national origin.

7.2.4. Information and Reports. The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by JMAA or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to JMAA or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

7.2.5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of this Agreement, JMAA will impose such contract

sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

7.2.5.1. Withholding payments to the Contractor under the Agreement until Contractor complies, and/or

7.2.5.2. Cancelling, terminating, or suspending this Agreement, in whole or in part.

7.2.6. Incorporation of Provisions. The Contractor will include the provisions of subparagraphs one through six (7.2.1 through 7.2.6) in every subcontract, including procurement of materials and lease of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as JMAA or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that the Contractor becomes involved in, or is threatened with, litigation with a subcontractor, or supplier because of such direction, the Contractor may request JMAA to enter into such litigation to protect the interests of JMAA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

7.3. Title VI List of Pertinent Nondiscrimination Acts and Authorities. If applicable, during the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

7.3.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

7.3.2. 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

7.3.3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

7.3.4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- 7.3.5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- 7.3.6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 7.3.7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs” or “activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 7.3.8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- 7.3.9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 7.3.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 7.3.11. Executive Order 13166, Improving Access to Work for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination including discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 7.3.12. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

8. Fair Labor Standards Act. This Agreement and all subcontracts 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 included herein in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.
  - 8.1. 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.
9. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if included herein in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to employees. The Contractor retains full responsibility for monitoring its compliance and its subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
10. Indemnification. Contractor shall indemnify, defend, hold harmless, protect and exonerate JMAA, its Board of Commissioners (individually and collectively), officers, agents and representatives-from any and all liabilities, damages, losses, suits, actions, demands, arbitrations, administrative proceedings, awards, judgments, expenses, actual attorneys' fees and costs arising from or out of the negligence or willful misconduct of Contractor.
11. Insurance. If applicable, Contractor shall maintain, at its own expense, insurance in accordance with the following throughout the term of this Agreement:
  - 11.1. Professional liability insurance in an amount of \$1,000,00.00 per claim;
  - 11.2. Commercial General Liability Insurance in an amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, including coverage for blanket contractual liability, broad form property damage, personal and bodily injury, and products/completed operations; and
  - 11.3. If any vehicles will be operated at or as part of the Services, Comprehensive automobile liability insurance, including hired and non-owned vehicles, with a combined single limit of not less than \$1,000,000.00, covering bodily injury and property damage.

- 11.4. Workers' Compensation Insurance in such amounts as may be required pursuant to the Mississippi Workers' Compensation Act and Employers Liability Insurance with limits of \$500,000.00 each disease, disease aggregate and each accident.
- 11.5. All insurance policies required pursuant to this section shall be issued by a solvent insurance company or companies admitted or licensed to write such insurance in Mississippi; shall name JMAA as an additional insured; and shall contain a waiver of subrogation in favor of JMAA.
- 11.6. Contractor shall be responsible for all deductibles and for any inadequacy or absence of coverage. Contractor shall bear all costs and losses attributable to such deductibles and to coverage limitations. Contractor shall have no claim or recourse against JMAA for any costs or loss attributable to such deductibles or to coverage limitations, exclusions or unavailability.
- 11.7. At JMAA's request, Contractor shall provide JMAA evidence of all insurance required under this Agreement.

## 12. Termination.

- 12.1. Termination by JMAA. Either party, by written thirty (30) days' notice to the other, may terminate this Agreement in whole or in part, for its convenience.
- 12.2. Termination by JMAA for breach. JMAA has the right to terminate this Agreement immediately upon breach if Contractor fails to fulfill any of its contractual obligations hereunder. JMAA will provide Contractor written notice specifying the breach or default and will allow Contractor ten (10) calendar days to cure the default or breach prior to termination.

13. Compensation Upon Termination. In the event JMAA terminates this Agreement or the Services to be provided under this Agreement, JMAA shall compensate Contractor for all Services provided and Reimbursable Expenses incurred prior to the date of termination. In the event of termination by Contractor, JMAA shall pay Contractor for all Services provided to the date of termination less the reasonable additional costs of completing the services incurred by JMAA, which JMAA would not have incurred but for the termination by Contractor.

14. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and may be personally served, delivered via facsimile or sent by

overnight courier or United States mail and shall be deemed to have been given when delivered in person or received by facsimile or one (1) business day after delivery to the office of such overnight courier service or three (3) business days after depositing the notice in the United States mail with postage prepaid and properly addressed to the other party as follows:

To JMAA: Jackson Municipal Airport Authority  
100 International Drive, Suite 300  
PO Box 98109  
Jackson, Mississippi 39298-8109  
Telephone: (601) 939-5631

Attention: Rosa Beckett  
Chief Executive Officer

To Contractor:

Telephone:

Attention:

or to such other address as the party being given such notice shall from time to time designate to the other by notice given in accordance herewith.

#### 15. General Provisions.

15.1. Independent Contractor. Contractor shall at all times be regarded as an independent contractor and shall at no time act as the employee or agent of JMAA. Nothing contained in this Agreement shall be deemed or construed by JMAA, Contractor or any third party as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between JMAA and Contractor.

15.2. Licenses and Permits. Contractor shall timely obtain and pay for all licenses and permits necessary for operations at JAN, including but not limited to a City of Jackson Mississippi Business Privilege License and registration with the Mississippi Secretary of State.

Jackson Municipal Airport Authority Outside Legal Services

Project Number 010-24



- 15.3. Headings. The headings contained in this Agreement are provided for convenience of reference only and shall not be construed as defining, limiting, extending or describing the scope of this Agreement, any section hereof or the intent of any provision hereof.
- 15.4. Waiver. No delay or omission by either party in exercising any right, power or remedy under this Agreement or otherwise afforded by contract, at law, in equity or by statute, shall constitute an acquiescence thereof or impair any other right, power or remedy hereunder or otherwise afforded by contract, at law, in equity or by statute, or operate as a waiver of such right, power or remedy. No waiver by JMAA or Contractor of any default by Contractor or JMAA, as applicable, under this agreement shall operate as a waiver of any other default or the same default on a future occasion.
- 15.5. Entire Agreement. This Agreement contains the entire agreement between JMAA and Contractor relating to the subject matter hereof and supersedes all oral statements and prior writings with respect to the subject matter hereof and may be altered, amended or modified only by a written document executed by JMAA and Contractor
- 15.6. Force Majeure. Neither JMAA nor Contractor shall be deemed in violation of this Agreement if prevented from performing any of their respective obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, riots, rebellion, sabotage, or any other similar circumstances of force majeure for which JMAA or Contractor is not responsible and which are not within JMAA's or Contractor's control.
- 15.7. Governing Law, Jurisdiction, and Venue. This Agreement and the rights and obligations of JMAA and Contractor hereunder shall be governed by and construed in accordance with the laws of the State of Mississippi, without regard to the principles of conflict of law. Moreover, venue will reside in any Hinds County, Mississippi court of appropriate jurisdiction.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, JMAA and Contractor have executed this Agreement on the dates indicated below.

JACKSON MUNICIPAL AIRPORT AUTHORITY

Date \_\_\_\_\_  
\_\_\_\_\_  
Rosa Beckett  
Chief Executive Officer

Date \_\_\_\_\_  
\_\_\_\_\_

## EXHIBIT 7

### RFQ CHECKLIST

The list below is provided to the Respondent as a checklist to verify that all required documentation/information listed in this RFQ is included in the Respondent's submittal. This checklist in no way supersedes any requirement listed in the RFQ.

- ☐ Identification of Respondent, which includes:
  - Full legal name and type of business entity of the Respondent;
  - Street and mailing address of Respondent;
  - Name of Respondent's representative for notification purposes;
  - Address and phone number of representative if different from address provided above; and
  - Name, titles, and business address of each director, senior officer and any shareholder, partner or member having, owning, or controlling 10% or more ownership interested in the Respondent.
  - Identification of Respondent form attached as Exhibit 1. **(Signature and notary required)**
- ☐ Organizational summary, which includes:
  - A description of the Respondent's organization;
  - A description of the key personnel the Respondent would utilize; and
  - A description of the equipment to be used on this project.
- ☐ Experience of the Respondent, which includes:
  - Evidence of related work experience; and
  - References.
  - Confirmation of Mississippi Bar Association affiliation.
- ☐ A statement related to any terminated contracts during the past five (5) years attached as Exhibit 9 **(Signature Required):**
  - Any terminated contracts, forfeiture, etc. or affirmation there are none;
  - Any judgements or pending/threatened lawsuits or affirmation there are none; and/or
  - Any Bankruptcies or affirmation there are none.
- ☐ Number of copies to be provided.
  - One (1) paper copy.
  - One (1) digital copy.
- ☐ Conflict of Interest and Gratuities Statement attached as Exhibit 2 **(Signature required)**
- ☐ JMAA Intent to Respond Form attached as Exhibit 4
- ☐ Procurement QA & Verification Profile Sheet attached as Exhibit 5 **(Signature required)**
- ☐ Form of Agreement attached as Exhibit 6 **(Signature required)**

☐ Acknowledgement of any Addenda issued in relation to this RFQ (**Signature required**)

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