



REQUEST FOR STATEMENT OF QUALIFICATIONS
AND EXPRESSIONS OF INTEREST
FOR SERVICES IN CONNECTION WITH THE

NEW AIR TRAFFIC CONTROL TOWER FEASIBILITY STUDY
AT JACKSON-MEDGAR WILEY
EVERS INTERNATIONAL AIRPORT(JAN)

BY THE
JACKSON MUNICIPAL AIRPORT AUTHORITY

JMAA PROJECT NUMBER 007-23

FEBRUARY 01, 2023

Jackson Municipal Airport Authority
Attn: Marvin Buckhalter
Title: Director of Procurement
100 International Drive, Suite 300
Jackson, MS 39208
Telephone: (601) 664-3516
Facsimile: (601) 939-3713
Email: mbuckhalter@jmaa.com

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INTERNATIONAL AIRPORT
JMAA PROJECT NUMBER 007-23**

The Jackson Municipal Airport Authority ("JMAA") is requesting Statement of Qualifications and Expressions of Interest (each, a "Statement of Qualifications") to provide engineering and related services (the "Services") to JMAA in connection with the New Air Traffic Control Tower Feasibility Study at JMAA Project No. 007-23 at JAN.

JMAA will receive sealed electronic or printed submissions only. All submissions of Statement of Qualifications to perform the Services will be accepted until **Monday, March 13, 2023, at 4:00 p.m. Central Standard Time (CST)** on (the "Deadline"). RFQ shall be accepted by email, mail, or hand delivery as follows: Email: bids@jmaa.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 by contacting Mr. Marvin Buckhalter, JMAA, Director of Procurement, as follows:

Jackson Municipal Airport Authority
Attn: Marvin Buckhalter
Director of Procurement
100 International Drive, Suite 300
Jackson, MS 39208
Telephone: (601) 664-3516
Facsimile: (601) 939-3713
Email: mbuckhalter@jmaa.com

or JMAA's website at [https://Procurement | JAN \(jmaa.com\)](https://Procurement|JAN(jmaa.com))
[https://jmaa.com/corporate/partner-with-us/procurement.](https://jmaa.com/corporate/partner-with-us/procurement)

JMAA will hold a Pre-Submission Video Conference on **Thursday, February 16, 2023, at 10:00 a.m. (CST)** using the following login information:

Join Zoom Meeting

Link: <https://jmaa.zoom.us/s/95968020095>

Meeting ID: 959 6802 0095

Passcode: 520966

Attendance at the Pre-Submission Video Conference is **not mandatory** for all those submitting Statement of Qualifications as a Prime Consultant for the Services.

After evaluation in accordance with the criteria set forth in the RFQ, JMAA will initiate negotiations with the Respondent marked first 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 first-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 20% for the Services solicited by this RFQ.

JACKSON MUNICIPAL AIRPORT AUTHORITY

February 01, 2023

John Means, (Acting) Chief Executive Officer

Advertisement Date	Media
FEBRUARY 01, 2023 & February 08, 2023	La Noticia MS
FEBRUARY 01, 2023 & February 08, 2023	Rankin County News
February 02, 2023 & February 09, 2023	Jackson Advocate
February 02, 2023 s& February 09, 2023	Mississippi Link
February 02, 2023	American Association of Airport Executives Website (https://www.aaedocs.org/publications/business_opportunities)
February 02, 2023	Airport Minority Advisory Council (AMAC) Website (https://www.amac-org.com)
February 02, 2023	Airports Council International – North America (ACI-NA) Website (http://airportscouncil.org/rfp-list)

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 Marvin Buckhalter, Director of Procurement. All questions regarding this RFQ must be directed as follows:

Jackson Municipal Airport Authority
100 International Drive, Suite 300 (39208)
Post Office Box 98109
Jackson, Mississippi 39298-8109
Attention: Marvin Buckhalter
Telephone: (601) 664-3516
Facsimile: (601) 939-3713
E-Mail: mbuckhalter@jmaa.com

All contact by Respondents with JMAA must be through Marvin Buckhalter, 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 **20%** for the Services solicited by this RFQ.
4. Purpose of RFQ Scope of Work. The scope of work included in this RFQ includes but is not limited to:

Existing condition analysis
Architectural programming
Conceptual floor plans, elevations, and renderings
Financial feasibility analysis

sss

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 the Respondent ranked first 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 first-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.

PART II. GENERAL REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS.

1. **Deadline.** The Statements of Qualifications must be received by **4:00 p.m. (CST) Monday, March 13, 2023** (the "Deadline"). Submissions shall be accepted by email, mail or hand delivery as follows:

Email: bids@imaa.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 emailed, the time of receipt will be the date/time as determined by JMAA's email 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. **Pre-Submission Video Conference.** JMAA will hold a Pre-Submission Video conference on **Thursday, February 16, 2023, at 10:00 a.m. (CST)**. Attendance at the Pre-Submission Video Conference, is **not mandatory** for any entity intended to submit a Statement of Qualifications as a Primary Respondent. Identified Sub-Consultants, and or persons seeking opportunities to provide services as a Sub-Consultant are encouraged to attend the Pre-Submission Video Conference, though attendance is not mandatory. Login information to access the Pre-Submission Video Conference is listed below:
Marvin Buckhalter is inviting you to a scheduled Zoom meeting.

Topic: New Air Traffic Control Tower Feasibility Study at JAN

Join Zoom Meeting

<https://jmaa.zoom.us/j/95968020095>

Meeting ID: 959 6802 0095

Passcode: 520966

3. **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 via email to JMAA's authorized contact (reference Part I, number 2 of RFQ). JMAA

New Air Traffic Control Tower Feasibility Study at JAN
Project Number 007-23

Project Name and Project Number must be listed in the subject line. Only interpretations, clarifications or corrections by Addendum issued by Marvin Buckhalter, Director of Procurement, shall be binding on JMAA and the Respondents. The deadline for submitting questions is **Thursday, February 23, 2023 at 4:00 p.m. (CST)**.

4. 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 10**. Please complete and submit the form by **Monday, February 27, 2023 at 4:00 p.m. (CST)** via the contact information provided on the form.
5. 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://jmaa.com/corporate/partner-with-us/procurement/>.
 - 5.1. 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 via email.
 - 5.2. 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).
 - 5.3. Each Respondent is solely responsible for ensuring that it receives and understands all Addenda issued by JMAA.
6. 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 NEW AIR TRAFFIC CONTROL TOWER SFEASIBILITY STUDY AT JAN, Project Number 007-23."**
7. 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.

8. 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**.
9. 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.
10. 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**.
11. Representations of Respondent. Each Respondent, by submitting a statement of Qualifications, represents that:
 - 11.1. It read and understands the Information for Respondents.
 - 11.2. Is familiar with the conditions under and the purpose for which the Services will be performed.
 - 11.3. Has all professional qualifications, licenses, certifications and registrations necessary to perform the Services and is knowledgeable of and has fully complied with them; and,
 - 11.4. 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.
12. Professional Qualifications. All Services must be performed under the following professional qualifications:
 - 12.1. All Engineering Services must be performed by or under the supervision of a registered Professional Engineer licensed with the Mississippi State Board of Licensure for Professional Engineers and Surveyors.
 - 12.2. All professional Planning Services must be performed in accordance with American Institute of Certified Planners licensing requirements.
 - 12.3. All Architectural Services must be performed by or under the supervision of a registered Professional Architect licensed with the Mississippi State Board of Architecture.
 - 12.4. Evidence of the Professional Qualifications of the individual or individuals supervising the work, must be provided on ARCHITECT-ENGINEER QUALIFICATIONS, OFFICE OF MANAGEMENT AND BUDGET NO.: 9000-0157 STANDARD FORM 330 (REV. 8/2016) SECTION E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT.

13. 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.
14. 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.
15. Agreement. The selected Respondent will be required to enter into JMAA's standard form agreement in the form of **Exhibit 8**. 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.
16. 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.
 - 16.1. 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:
 - 16.1.1. 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
 - 16.1.2. On an hourly basis at approved rates per service classification, subject to a predetermined maximum for each task.
17. 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.
18. 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.
19. 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.

20. 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. See **Exhibit 3** for Disadvantaged Business Enterprises Special Contract Provisions. **JMAA has established a DBE contract goal of 20% for the Services solicited by this RFQ.**
21. 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:
 - 21.1. 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.);
 - 21.2. 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
 - 21.3. 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.
 - 21.4. 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.
 - 21.5. 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.

- 21.6. 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:
- 21.6.1. 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
 - 21.6.2. 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
 - 21.6.3. Who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.
- 21.7. 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.
- 21.8. 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.
- 21.9. 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.
22. 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.

23. 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.

24. 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:
 - 24.1. 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.
 - 24.2. 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.
 - 24.3. 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.
 - 24.4. 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, and experience must be provided on ARCHITECT-ENGINEER QUALIFICATIONS, OFFICE OF MANAGEMENT AND BUDGET NO.: 9000-0157 STANDARD FORM 330 (REV. 8/2016) SECTION E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT.
 - 3.4. Staffing. Respondent shall affirm and provide supporting evidence that the Respondent's organization is sufficiently staffed and capable to perform the Services properly and fully and must be provided on ARCHITECT-ENGINEER QUALIFICATIONS, OFFICE OF MANAGEMENT AND BUDGET NO.: 9000-0157 STANDARD FORM 330 (REV. 8/2016) PART II - GENERAL QUALIFICATIONS.

Experience.

- 3.5. Each Respondent must provide evidence of related work experience using ARCHITECT-ENGINEER QUALIFICATIONS OFFICE OF MANAGEMENT AND BUDGET NO.: 9000-0157 STANDARD FORM 330 (REV. 8/2016); provided as **Exhibit 11**.
- 3.6. Each Respondent must provide at least three (3) related professional references including valid telephone number and email address in SECTION H. ADDITIONAL INFORMATION OF STANDARD FORM 330.
4. DBE Participation.
 - 4.1. Each Respondent must complete, **sign**, and submit a Subconsultant List in the format provided in **Exhibit 4** as part of its RFQ.
 - 4.2. Each Respondent failing to meet the DBE Contract Goal must complete and sign the Good Faith Efforts Certification provided in **Exhibit 5**.
 - 4.3. Each Respondent must complete and submit a DBE Commitment and Confirmation form for each DBE Sub-Consultant proposed as provided in **Exhibit 6**, as part of its Statement of Qualifications. The form must be **signed** by the Respondent **and each** DBE Sub-Consultant proposed for utilization as part of the Services.
5. Terminated Contracts, Forfeiture, Bankruptcies, Etc., State the following by completing **Exhibit 9**:
 - 5.1. 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;
 - 5.2. 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;
 - 5.3. 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;
 - 5.4. 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.
6. 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.

7. Professional Qualifications. All Services must be performed under the following professional qualifications:

7.1. All Engineering Services must be performed by or under the supervision of a registered Professional Engineer licensed with the Mississippi State Board of Licensure for Professional Engineers and Surveyors.

7.2. All professional Planning Services must be performed in accordance with American Institute of Certified Planners licensing requirements.

7.3. All Architectural Services must be performed by or under the supervision of a registered Professional Architect licensed with the Mississippi State Board of Architecture.

7.4. Evidence of the Professional Qualifications of the individual or individuals supervising the work, must be provided on ARCHITECT-ENGINEER QUALIFICATIONS, OFFICE OF MANAGEMENT AND BUDGET NO.: 9000-0157 STANDARD FORM 330 (REV. 8/2016) SECTION E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT.

8. Insurance. Respondent shall affirm that it has the capability to meet the following insurance requirements prior to execution of an Agreement with JMAA:

8.1. Consultant shall maintain at its own expense, insurance in accordance with the following throughout the term of an agreement for the following:

8.1.1. 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.

8.1.2. 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;

8.1.3. Comprehensive automobile liability insurance, including hired and non-owned vehicles, if any, in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate, covering personal injury, bodily injury and property damage; and

8.1.4. 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.

- 8.2. 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.
- 8.3. 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.
- 8.4. 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.
- 8.5. Consultant shall deliver certificates evidencing the insurance required hereunder promptly upon execution of an agreement and at such other times upon JMAA's request.
9. Independent Contractor. Respondent shall affirm that by completing **Exhibit 9** (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.
10. Governing Law, Jurisdiction and Venue. Respondent shall affirm by completing **Exhibit 9** 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.
11. Attorneys' Fees. Respondent shall affirm by completing **Exhibit 9** 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.
12. 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

1. All submissions per Part II, GENERAL REQUIREMENTS FOR QUALIFICATIONS, received before the Deadline will be reviewed and evaluated by JMAA.

1.1. Respondents will be selected in priority order for participation in a Request for Qualifications (RFQ) for this project. Selection to participate in the RFQ will be based on JMAA's determination, in its sole discretion, as to the Respondent(s) best qualified to perform the Services.

1.2. Responses shall be evaluated according to the criteria listed in Table 1 below:

1.3. Table 1

Scoring Criteria for Request for Qualifications (RFQ)	Total Points Available
1. <u>Experience</u> : Direct professional project experience with projects similar in type, scope, and complexity	25
2. <u>Qualifications</u> : Professional licensure as required by the scope of project	15
3. <u>DBE Planned Participation</u> : Disadvantaged Business, Minority Owned, Woman Owned, and Small Business Enterprises	20
4. <u>Capacity</u> : Exhibited by Proposed Project Plan, Schedule, Timeline for Completion, & Key staff resumes	20
5. <u>Organization of Submission</u> : Clarity of submission & all required documents.	20
Total	100

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, New Air Traffic Control Tower Feasibility Study at JAN

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:

Legal Name of Respondent

Date: _____
Signature

Printed Name of Signatory

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.

Notary Public

My Commission Expires:

[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 in appropriate 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, direct or 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
DISADVANTAGED BUSINESS ENTERPRISES
SPECIAL CONTRACT PROVISIONS FOR CONSULTANT SERVICES

A. DBE POLICY.

It is the policy of the U.S. Department of Transportation (USDOT) and the Jackson Municipal Airport Authority (JMAA) that Disadvantaged Business Enterprises (DBEs) (as such term is used in 49 CFR Part 26) shall have maximum meaningful opportunity to participate in the performance of contracts financed in whole or in part with federal funds. The USDOT (through the Airport Improvement Program administered by the Federal Aviation Administration (FAA)) has agreed to assist in financing the cost of the Work. Consequently, the requirements of 49 CFR Part 26 are hereby made a part of and incorporated into the contract documents.

B. NONDISCRIMINATION.

1. Each Respondent agrees to take all reasonable steps necessary to ensure that DBEs have maximum meaningful opportunity to compete for and participate in the performance of the Services. The Consultant shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts financed in whole or in part by JMAA and the U.S. Department of Transportation. The Consultant shall utilize the services of banks in the community, which are owned and controlled by socially and economically disadvantaged individuals when feasible and beneficial.
2. The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to withholding monthly progress payments, assessing sanctions, liquidated damages; and/or disqualifying the Contractor from future bidding as non-responsible.

C. DBE GOALS AND GOOD FAITH EFFORTS.

JMAA has established a goal for DBE participation in the Work of **20%**. The goal is expressed as a percentage of the original contract amount and will apply throughout the term of the Agreement unless JMAA determines otherwise as provided below.

1. When award is made with DBE participation less than the contract goal, the Consultant shall continue to make good faith efforts throughout the performance of the Work to increase the DBE participation to meet the contract goal.
2. Whenever contract supplements, extra work orders, or change orders are made that individually, or in the aggregate, increase the total dollar value of the Contract, the Consultant shall make good faith efforts to maintain the level of DBE participation as established in the Contract Documents.

Each Respondent shall make good faith efforts (as such term is used in 49 CFR Part 26) to ensure that DBE participation is equal to or exceeds JMAA's goal for such participation and shall take all necessary and reasonable steps to ensure that DBEs have the maximum meaningful opportunity to compete for and perform portions of the Work.

The DBE Program Office will review not only at the different kinds of efforts that the Respondent has made but also the quantity, quality, and intensity of those efforts. Efforts that are merely pro-forma are not good faith efforts to meet the goal even if they are sincerely motivated. The DBE Program Office will also consider if, given all relevant circumstances, the Respondent's efforts could reasonably be expected to produce a level of DBE participation sufficient to meet the goal.

Whether or not the established goal has been met and /or whether there were sufficient good faith efforts is considered a matter of the Respondent's responsiveness. The requirement to submit documentation that the goal has been met or good faith documentation in the manner prescribed by JMAA is considered a matter of the Respondent's responsiveness. JMAA will only award contracts to Respondents determined to be responsive and responsible. If a Respondent fails to submit good faith efforts documentation with the bid or proposal, it waives the right to appeal the good faith efforts decision. The DBE Director shall determine whether the Respondent made the Required good faith efforts to meet the DBE Contract goal and, if not, shall recommend that the Respondent(s) be deemed non-responsive.

If a Respondent desires a review of the DBE Director's decision it shall file a written request for final reconsideration within 5 business days after receipt of the decision to the Reconsideration Official:

Chief Executive Officer
P.O. Box 98109
Jackson, MS 39298

As part of the reconsideration the Respondent will have the opportunity to provide written documentation or argument concerning the issue of good faith. JMAA will only consider good faith efforts made by the Respondent(s) prior to the date Statements of Qualifications were submitted for the Services.

D. FAILURE TO COMPLY WITH DBE REQUIREMENTS.

All Respondents and all potential subconsultants, and professional service providers are hereby advised that failure to carry out the requirements set forth herein shall constitute a breach of contract and may result in rejection of the Proposal; termination of the contract; a deduction from the contract funds due or to become due the consultant; or other such remedy as JMAA deems appropriate.

Failure to comply with the DBE requirements shall include but not be limited to: failure to submit any required documents and certifications with the Statement of Qualifications; or failure to make good faith efforts to meet the established contract goal; failure of the Consultant to meet its commitment for DBE participation in the Services; or failure to maximize opportunities for DBEs.

E. ELIGIBILITY OF DBEs.

A current directory containing the names of firms that have been certified under the Mississippi Unified Certification Program (MUCP) as eligible to participate as DBEs on DOT-assisted contracts may be obtained from the JMAA DBE Program Office or from the Mississippi Department of Transportation (MDOT). The directory is also available on JMAA's website at <https://jmaa.dbesystem.com/?TN=jmaa> and on MDOT's website at http://mdot.ms.gov/bidsystem_data/bidderspdf/DBE%20Listing.pdf. **Firms not certified through the MUCP are not eligible to be counted towards the DBE contract goal for USDOT-assisted contracts.**

The directories are not an endorsement of the quality of performance of any Consultant listed; it is only an acknowledgement of the listed firms' certification as DBEs.

Firms certified subsequent to the publication of updates to this directory may be counted toward a project's DBE goal, but only if their certification is active at the time of the Proposal submission. Contractors should contact **Mr. Marvin Buckhalter, Director of Procurement** at (601) 664 – 3516 to verify the current status of a firm's certification.

F. COUNTING DBE PARTICIPATION TOWARD DBE GOALS.

1. When a DBE participates in a contract, you count only the value of the work actually performed by the DBE toward DBE goals.
 - a. Count the entire amount of that portion of a construction contract (or other contract not covered by paragraph (a)(2) of this section) that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).
 - b. Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - c. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
2. When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.
3. Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.
 - a. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, you must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.
 - b. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, you must examine similar transactions, particularly those in which DBEs do not participate.
 - c. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of

a contract than would be expected on the basis of normal industry practice for the type of work involved, you must presume that it is not performing a commercially useful function.

- d. When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (3)(a) of this section, the DBE may present evidence to rebut this presumption. You may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.
 - e. Your decisions on commercially useful function matters are subject to review by the concerned operating administration but are not administratively appealable to DOT.
4. Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:
- a. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals.
 - b. For purposes of this paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
 - i. If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals.
 - ii. For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
 - 1. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
 - 2. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
 - c. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph.
 - d. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar

services. Do not count any portion of the cost of the materials and supplies themselves toward BE goals, however.

- e. You must determine the amount of credit awarded to a firm for the provisions of materials and supplies (e.g., whether a firm is acting as a regular dealer or a transaction expediter) on a contract-by-contract basis.
- f. If a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, do not count the firm's participation toward any DBE goals, except as provided for in 49 CFR Part 26 (26.87(i)).
- g. Do not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward your overall goal.
- h. Do not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

G. AWARD DOCUMENTATION AND PROCEDURE.

To demonstrate the Respondent's compliance with the DBE participation requirements, all Respondents must comply with the submission requirements outlined in this solicitation. Failure to do so may result in a Statement of Qualifications being determined to be non-responsive.

H. POST AWARD COMPLIANCE.

1. If the Agreement is awarded with less than full DBE goal participation, award will not relieve the Consultant of the continuing obligation to exercise good faith efforts to maximize participation of DBEs throughout the term of the contract. Prior to entering into any additional subcontracts for any portion of the Services, the Consultant must submit a request to subcontract to JMAA's Project Manager and JMAA's Director of Disadvantaged Business Enterprises documenting the Consultant's good faith efforts to utilize DBE subcontractors/suppliers prior to entering into a contract with a non-DBE.
2. When the Agreement is awarded on DBE participation in excess of the original stated goal, the Consultant will be required to achieve the DBE participation shown in its Proposal, their DBE commitment, regardless of the goal established by JMAA.
3. The Consultant shall establish a program that will effectively promote increased participation by DBEs in the performance of contracts and subcontracts. The Consultant shall also designate and make known to JMAA's Project Manager and JMAA's Director of Disadvantaged Business Enterprises a liaison officer who will be responsible for the administration of the Consultant's DBE program.
4. The Consultant shall enter into subcontracts or other written agreements with all Subconsultants (DBEs and non-DBEs) identified in the Consultant's Proposal for the kind and amount of Work specified.
5. The Consultant shall keep each DBE informed of the project progress schedule and allow each DBE adequate time to schedule work, stockpile materials, and otherwise prepare for the subcontract Work.

6. At any point during the performance of the Services that it appears the scheduled amount of DBE participation may not be achieved; the Consultant shall provide evidence to JMAA's Director of Disadvantaged Business Enterprises demonstrating how the goal will be met.
7. If the Consultant fails to demonstrate to JMAA's satisfaction that it failed to achieve the scheduled DBE participation due to reasons such as quantitative under-runs or elimination of items contracted to DBEs and that good faith efforts have been used to obtain the scheduled contract participation, JMAA may withhold an amount equal to the difference between the DBE goal and the actual DBE participation achieved as damages.
8. When JMAA has reason to believe the Consultant or any subconsultant (including any DBE) may not be operating in compliance with these requirements through "fronting," brokering, not providing a commercially useful function or for other reasons, JMAA's Director of Disadvantaged Business Enterprise will conduct an investigation. The Consultant, each subconsultant or other involved party will be required to fully cooperate with the investigation. If JMAA determines that any person or entity is not complying, JMAA's Director of Disadvantaged Business Enterprises will notify such person or entity in writing as to the specific instances or matters found to be in noncompliance.
9. To ensure that the obligations under subcontracts awarded to subconsultants are met, JMAA will review the Consultant's efforts to promptly pay subconsultants for work performed in accordance with the executed subcontracts. The prime Consultant agrees to pay each subconsultant under this prime contract for satisfactory performance of its contract no later than five days from the receipt of each payment the prime Consultant receives from JMAA. The prime Consultant agrees further to return retainage payments to each subconsultant within five days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of JMAA. This clause applies to both DBE and non-DBE subconsultants.
10. The Consultant shall provide the DBE with a full accounting to include quantities paid and deductions made from the DBE's partial payment at the time payment is made. Failure to do so without cause may result in an equal amount being withheld from the Consultant on the next payment (progress or final).
11. JMAA reserves the right to withhold any payment from the Consultant if JMAA determines that a DBE is not performing a commercially useful function or that achievement of the goal is in question. Payment may be withheld in the amount of the DBE goal that is in question until either (i) the Consultant submits to JMAA's Director of Disadvantaged Business Enterprises a revised plan for achieving the Consultant's goal and the plan is approved by JMAA, or (ii) the DBE goal amount in question has been met.
12. JMAA's Director of Disadvantaged Business Enterprises will monitor the Consultant's DBE involvement during the Work, the level of effort by the Consultant in meeting or exceeding the DBE participation goal throughout the performance of the Services. If, at the completion of the Services, the Consultant has failed to meet JMAA's DBE participation goal and has not demonstrated good faith efforts or obtained a reduction of the goal, JMAA may withhold an amount equal to the difference between the DBE goal and the actual DBE participation achieved as damages.
13. Prior to final payment by JMAA, the Consultant shall file with JMAA a detailed list showing each subconsultant, DBE and non-DBE, used in the provision of the Services, the services performed by each subconsultant, and the amount paid to each subconsultant. The list shall show the actual dollar amount paid to each DBE for the creditable Services performed, less any rebates, kickbacks, deductions, withholdings, or other repayments made. The list shall be certified under penalty of perjury to be accurate and complete. JMAA will use this certification and other information available

to determine if the Consultant has satisfied the DBE contract goal and the extent to which DBEs were fully paid for that Work. The Consultant acknowledges that the information is supplied to obtain payment from JMAA which includes federal assistance from the USDOT.

14. Failure on the part of the Consultant to achieve the DBE participation to which the Consultant committed in the Agreement may result in damages being imposed on the Consultant by JMAA for breach of contract and for non-compliance. If the contract was awarded with less than the original DBE contract goal proposed by JMAA, the revised and lower amount shall become the final DBE contract goal, and that goal shall be used to determine any damages to be assessed. Additionally, JMAA may impose any other administrative sanctions or remedies available at law or provided by the Agreement in the event of breach by the Consultant by failing to satisfy the Consultant's DBE commitment. However, no damages will be assessed, and no other administrative sanctions or remedies will be imposed when, for reasons beyond the control of the Consultant, and despite the good faith efforts made by the Consultant, the final DBE contract goal was not achieved.

I. SUBSTITUTIONS OF DBE FIRMS AFTER AWARD.

1. A successful Respondent must not terminate a DBE Subconsultant included as part of its DBE Utilization Plan submitted with the Proposal. This includes but is not limited to instances where a prime Consultant seeks to self-perform the work, have it performed by an affiliate or have it performed by another DBE. The Prime Consultant shall not terminate, substitute, add or replace any DBE subconsultant or change the amount of any work to be performed by any DBE subconsultant except in strict compliance with the requirements of the contract documents. In all instances, the Consultant must seek and secure the prior written consent of JMAA before terminating, substituting, adding, or replacing any subconsultant or changing their scope of work, including DBE subconsultants.
2. Contract activities shown to be performed by a DBE in the Proposal shall be performed by the designated DBE or a substitute approved in advance and in writing by JMAA's Director of Disadvantaged Business Enterprise. Substitution of DBEs will only be allowed for good cause. For purposes of this paragraph, good cause includes the following circumstances:
 - a. The listed DBE Sub-consultant fails or refuses to execute a written contract.
 - b. The listed DBE Sub-consultant fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. However, good cause does not exist if the failure or refusal of the DBE Sub-consultant to perform its work on the subcontract results from the bad faith or discriminatory action of the prime Consultant.
 - c. The listed DBE Sub-consultant fails or refuses to meet the prime Consultant's reasonable, nondiscriminatory bond requirements.
 - d. The listed DBE Sub-consultant becomes bankrupt, insolvent, or exhibits credit unworthiness.
 - e. The listed DBE Sub-consultant is ineligible to work on public projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law.
 - f. It has been determined by JMAA, that the listed DBE subconsultant is not a responsible Consultant.
 - g. The listed DBE subconsultant voluntarily withdraws from the project and provides written notice of its withdrawal.

- h. The listed DBE is ineligible to receive DBE credit for the type of work required.
 - i. A DBE owner dies or becomes disabled with the result that the listed DBE Consultant is unable to complete its work on the contract; or
 - j. Other documented good cause that compels the termination of the DBE subconsultant
 3. A provision stating the following will be included by JMAA in the contract to be executed by the prime:
 - a. That the Consultant shall utilize the specific DBEs listed to perform the specified work and supply the specified materials unless the Consultant obtains written consent from JMAA as provided in this section; and
 - b. That unless JMAA consent is provided as required by this section, the Consultant shall not be entitled to any payment for the specified work or specified material unless it is performed or supplied by the listed DBE.
 4. Before submitting a request to terminate and/or substitute a DBE subconsultant, the prime Consultant must give notice to the DBE subconsultant with a copy to JMAA's Director of Disadvantaged Business Enterprises. The notice must include the reason for the request. The DBE must be given five days to respond to the prime Consultant's notice. The response must include the reasons for any objections and why the request should not be approved. The five-day period may be shortened in cases of public necessity (e.g., safety).
 5. In addition to post-award termination, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms.
 6. When a DBE subconsultant is terminated as provided in this section or fails to complete its work on the contract for any reason, the prime Consultant must make a good faith effort to find another DBE subconsultant to substitute for the original DBE. The good faith effort must be directed at finding another DBE to perform at least the same amount of work. The good faith effort must be documented by the prime Consultant.
 7. In instances prior to execution of a contract between JMAA and prime Consultant and/or prime Consultant and DBE subconsultant, where a DBE that was listed in the bid is unwilling or unable to perform the items of work specified in the Bid Proposal, the Respondent must immediately notify JMAA. If any resulting change would create a shortfall of DBE participation from that previously committed and/or approved in the Proposal, the Respondent shall immediately take steps to obtain another certified DBE to perform an equal amount of allowable credit work or make documented good faith efforts to do so. The new DBE's name and designated work shall be submitted to JMAA's Director of Disadvantaged Business Enterprises for approval. The Respondent's request should consist of the Substitution Form (available from JMAA) and a revised Commitment and Confirmation Form (see Attachment 9). If the Respondent is unable to replace a DBE with another DBE for the applicable work, a good faith effort shall be made to subcontract other items to DBEs in order to sustain the previously committed and/or approved level of DBE participation. JMAA will determine if the Respondent made an acceptable good faith effort in awarding work to DBE firms. JMAA may allow an adjustment of the DBE participation as appropriate, depending on individual project circumstances.

J. RECORD KEEPING REQUIREMENTS.

The Consultant shall keep such records as are necessary for JMAA to determine compliance with the DBE contract obligations. These records shall include: the names of subconsultants, including DBEs;

copies of all fully executed subcontracts; the type of work being performed; documentation such as canceled checks and paid invoices verifying payment for work, services, materials, supplies and equipment; and documentation of correspondence, oral contacts, telephone calls, and other efforts to obtain services of DBEs. When requested, the Consultant shall submit copies of all subcontracts and other documents and project related items to JMAA's Director of Disadvantaged Business Enterprises. JMAA reserves the right to investigate, monitor and/or review actions, statements, and documents submitted by any Consultant, subconsultant, material men or suppliers.

K. REPORTING REQUIREMENTS.

The Consultant shall submit monthly reports on DBE participation to JMAA's Project Manager and JMAA's Director of Disadvantaged Business Enterprises. With each Application for Payment, the Consultant shall submit the Project/Contract Reporting Form (available from JMAA) to JMAA's Project Manager and JMAA's Director of Disadvantaged Business Enterprises to verify actual payments to DBEs since the last Application for Payment. These reports will be required until all subcontracting activity is complete, and the final payment has been made. Reports are required regardless of whether subconsultant activity has occurred since the last Application for Payment.

Upon completion of the Services, and as a condition to final payment, the Consultant shall submit the Project/Contract Reporting Form (marked "Final") to JMAA's Project Manager and JMAA's Director of Disadvantaged Business Enterprises detailing all subconsultant and vendor payments. When the actual amount paid to a subconsultant or vendor is less than the amount indicated in the Agreement, the Consultant must provide a complete explanation of the difference.

If the DBE goal set forth in the Contract Documents has not been met, the Consultant must submit documentation supporting good faith efforts to meet the goal during the performance of the Work. Failure to submit the required reports will result in the withholding of progress payments to the Consultant until the reports are submitted. All payments due subconsultants which affect DBE goal attainment, including retainage, shall be paid by the Consultant before JMAA releases the contract retainage. JMAA reserves the right to conduct an audit of DBE participation prior to processing the Consultant's final payment and at any time during the performance of the Work.

L. DBE PROGRAM-RELATED CERTIFICATIONS MADE BY CONSULTANTS.

If the Respondent makes a written, express disclaimer of one or more certifications or assurances in its Proposal, the Proposal will be considered non-responsive. By submitting a Statement of Qualifications on any project involving USDOT assistance, and by entering into any contract based on that Proposal, the Consultant makes each of the following DBE Program-related certifications and assurances to USDOT and to JMAA:

1. Certification of Knowledge of and Compliance with All DBE Program Terms and Conditions. The Respondent certifies that management and bidding officers have reviewed and understand the bidding and project construction and administration obligations of the USDOT DBE Program regulations at Title 49 CFR Part 26 (as amended) and JMAA's DBE Program rules. The Respondent further certifies that the Respondent's management personnel understand and are familiar with the requirements of these federal and local DBE Program regulations; and if the Respondent was not familiar with or did not understand the requirements of these regulations, they have contacted JMAA DBE Program Office and have been informed as to their duties and obligations under the DBE Program regulations.
2. Certification Regarding Disadvantaged Business Enterprises. The Respondent certifies that the Respondent has complied with the federal and local DBE Program requirements in submitting its Bid

Proposal and will comply fully with these requirements in performing any federal-aid contract awarded based on that submission.

3. Certification to Provide Opportunities for DBEs to Participate. The Respondent agrees to ensure that certified DBE firms have a full and fair opportunity to participate in the performance of the Work. The Respondent certifies that all necessary and reasonable steps were taken to ensure that DBE firms have an opportunity to compete for and participate in the Work. The Respondent further certifies that the Respondent has not and will not discriminate on the basis of race, color, age, national origin, or sex in the performance of the Work, or in the award of any subcontract.
4. DBE Contract Goal. The Respondent certifies, under penalty of perjury, that if awarded this federal-aid contract, the Respondent will make good faith efforts to utilize certified DBE firms to meet JMAA's DBE participation goals. The Respondent further certifies the Respondent's understanding that the Respondent may not unilaterally terminate, substitute for, or replace any DBE firm that was designated in its Bid Proposal or the Agreement, in whole or in any part, with another DBE, any non-DBE firm or with the Contractor's own forces or those of an affiliate of the contractor, without the prior written consent of JMAA as set out below.
5. Certification of Good Faith Efforts to Obtain DBE Participation. The Respondent certifies, under penalty of perjury, that a good faith effort was made to obtain DBE participation in this contract, at or above the DBE contract goal. The Respondent further certifies, under penalty of perjury, that if the Respondent is not able to meet JMAA's specified DBE contract goal, the Respondent has submitted with and as a part of its Proposal, a true, accurate, complete and detailed written explanation of all its good faith efforts taken to meet the DBE contract goal.
6. Agreement and Authorization to Assess Damages. The Respondent understands and agrees that if awarded the contract to perform the Services, the Consultant is legally responsible to ensure that the Consultant and each DBE subconsultant and supplier, comply fully with all regulatory and contractual requirements of the USDOT DBE Program, and that each DBE firm participating in the Services fully performs the designated tasks, with the DBE's own forces and equipment, under the DBE's own direct supervision and management. The Respondent certifies, under penalty of perjury, that if it awarded the contract to perform the Services and if the USDOT or JMAA determines that the Consultant, a DBE or any other firm retained by the Consultant has failed to comply with the DBE Program requirements, USDOT or JMAA shall have the sole authority and discretion to determine the extent of the monetary value to which the DBE contract goals have not been met, and to assess against and withhold monetary damages from the Consultant in the full amount of that breach. JMAA may impose any other remedies available at law or provided in the Contract Documents in the event of a contract breach. The Respondent further understands and agrees that this clause authorizes JMAA to determine and fix the extent of the damages caused by a breach of any contractual or regulatory DBE Program requirement and that the damage assessment will be enforced in addition to, and not in lieu of, any other general liquidated damages clause in the Agreement. By submitting a bid for this federal-aid contract, and by entering into the Agreement, the Consultant irrevocably agrees to such an assessment of liquidated damages for DBE Program purposes and authorizes JMAA to make such an assessment of liquidated damages against the Consultant, and to collect that assessment from any sums due the Consultant under the Agreement, or any other contract, or by other legal process.

Name of Respondent's Authorized Agent

Signature

Title

Date

RESPONDENT MUST SUBMIT THIS COMPLETED FORM AS PART OF ITS SUBMISSION.

RESPONDENT MUST SUBMIT THIS COMPLETED FORM AS PART OF ITS SUBMISSION.

Appendix A to Part 26—Guidance Concerning Good Faith Efforts

1. When, as a recipient, you establish a contract goal on a DOT-assisted contract for procuring construction, equipment, services, or any other purpose, a bidder must, in order to be responsible and/or responsive, make sufficient good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
2. In any situation in which you have established a contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, you have the responsibility to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made, based on the regulations and the guidance in this Appendix.

The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call. Determinations should not be made using quantitative formulas.

3. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith effort showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
4. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - A. (1) Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

(2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The

bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

- B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.
- C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.
- D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.
- (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- E. (1) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.
- (2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.
- F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

- H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- I. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. As provided in §26.53(b)(2)(vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.
- J. A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

PART I: SUB-CONSULTANT PARTICIPATION

1. TO: _____
(Name of Prime Consultant)

FROM: _____
(Name of Sub-Consultant)

2. The undersigned Sub-Consultant intends to perform the Services with the above project as (check one):

- an individual / sole proprietorship a partnership
- a corporation a joint venture

3. The undersigned Sub-Consultant (check applicable statements):

NOTE: Pursuant to the JMAA's policies, DBE firms participating in the Disadvantaged Business Enterprises (DBE) Program must have "current" certification status as a Disadvantaged Business Enterprises ("DBE") certified by the Mississippi Unified Certification Program ("MUCP") i.e. Jackson Municipal Airport Authority ("JMAA") and the Mississippi Department of Transportation ("MDOT"); Minority Owned Businesses or ss Female Owned Businesses with the City of Jackson; Minority Owned or Woman Owned Businesses by the Mississippi Development Authority; or 8(a) by the United States Small Business Administration. **Evidence of DBE certification must be attached to this form.**

- Is a Non-DBE. _____
- Has been certified as a DBE by: _____
- Certification # _____

4. The undersigned Sub-Consultant is prepared to perform the following described Services and/or supply the materials listed in connection with the above project (where applicable specify "supply" or "install" or both) and at the following price \$_____.

PART II: LOWER-TIER SUB-CONSULTANT PARTICIPATION

With respect to the proposed subcontract described above, the following lower-tier subcontract(s) will be sublet and/or awarded to lower-tier Sub-Consultant(s):

Name of Firm Receiving Lower Tier Subcontract DBE (Y/N) ____

(Company Name)

Contact Person: _____

Address: _____

Telephone: _____ Email: _____

TIN: _____ Insurance: ()

Services to be Performed: _____

Amount of Subcontract: \$ _____

Name of Firm Receiving Lower Tier Subcontract to DBEs (Y/N) ____

(Company Name)

Contact Person: _____

Address: _____

Telephone: _____ Email: _____

TIN: _____ Insurance: ()

Work to be Performed: _____

Amount of Subcontract: \$ _____

Total Amount to be Subcontracted to DBEs: \$ _____

Total Amount to be Subcontracted to Non-DBEs: \$ _____

PART III: SIGNATURES

_____ By: _____
(Name of Prime Consultant) (Signature of Authorized Representative)

Date: _____ Phone: _____

_____ By: _____
(Name of Sub-Consultant) (Signature of Authorized Representative)

Date: _____ Phone: _____

PART IV: DBE PARTICIPATION VERIFICATION

To be completed by JMAA DBE Representative:

Total DBE participation amount: \$ _____

Overall _____ % DBE participation

Reviewed for Content and Completeness: _____

JMAA DBE Program Representative

EXHIBIT 7

BUY AMERICAN PREFERENCE

Certificate of Buy American Compliance for Manufactured Products

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - To faithfully comply with providing U.S. domestic products.
 - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- a) To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

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

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

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

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

Date	Signature
Company Name	Title

EXHIBIT 8
FORM OF AGREEMENT

The JMAA Form of the Agreement can be found at: <https://jmaa.com/corporate/partner-withus/procurement/> and is incorporated herein by reference.

Name of Respondent's Authorized Agent	Signature
Title	Date

Respondent must submit this completed form as part of its Submission.

EXHIBIT 9

STATEMENT OF AFFIRMATIONS

I. 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:

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.

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:

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.

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

II. Expertise and Special Knowledge

Refer to Section 41 of the RFQ and provide required information, if applicable.

III. Professional Qualifications

Refer to Section 29 of the RFQ and provide required information.

IV. Insurance

By checking the box, Respondent affirms that it has the capability to meet the insurance requirements outlined in Attachment 13 of the RFQ prior to execution of an agreement with JMAA.

V. 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.

VI. 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.

VII. 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 10

INTENT TO RESPOND FORM

This form acknowledges your receipt and states whether your firm intend 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 Marvin Buckhalter at mbuckhalter@jmaa.com by 4:00 p.m. CST on Thursday, February 16, 2022.

EXHIBIT 11

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)		9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME J.V. PARTNER SUBCONTRACTOR				
a.		<input type="checkbox"/>	CHECK IF BRANCH OFFICE		
b.		<input type="checkbox"/>	CHECK IF BRANCH OFFICE		
c.		<input type="checkbox"/>	CHECK IF BRANCH OFFICE		
d.		<input type="checkbox"/>	CHECK IF BRANCH OFFICE		
e.		<input type="checkbox"/>	CHECK IF BRANCH OFFICE		
f.		<input type="checkbox"/>	CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM *(Attached)*

AUTHORIZED FOR LOCAL REPRODUCTION STANDARD FORM 330 (REV. 7/2021)

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	<i>(Check)</i>				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J.V.	PARTNER	SUBCONTRACTOR			
a.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 330 (REV. 7/2021)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
15. FIRM NAME AND LOCATION <i>(City and State)</i>			
16. EDUCATION <i>(Degree and Specialization)</i>		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
b.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
c.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
d.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
e.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i>
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.			
b.			
c.			
d.			
e.			
f.			

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H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

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EXHIBIT 12

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)

Certificate of Incorporation/Formation	_____
Registration with MS Secretary of State	_____
Last Filed Annual Report	_____
Current W-9	_____
Bid Bond	_____
Professional License / Certification	_____
City of Jackson Privileged Tax License	_____

NON-DISCRIMINATION LANGUAGE DISCLAIMER

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.

By signing below, I verify to my knowledge that this information is accurate.

Signature: _____ Date: _____

Below to be Completed by JMAA:

Contract Details:

Project Name:

Project Number
(if applicable):

Dollar Amount/Payment:

Terms:

Reference Verification:

--

Reason for JMAA entering into this contract:

EXHIBIT 13
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 (Exhibit 11); and
 - References.

- 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.

- Respondent's proposed plan of Work
- Respondent's proposed schedule of Work
- Respondent and Sub-Consultant sufficiently staffed and capable of performing the Services.
- Respondents and Sub-Consultant's expertise and special knowledge.
- Respondents and Sub-Consultant's evidence of professional qualifications (licenses).

- DBE Participation, which includes:
 - Subconsultant List as Exhibit 4 **(Signature required)**;
 - DBE Good Faith Effort Certification Form attached as Exhibit 5 **(Signature required)**;
 - DBE Commitment and Confirmation Form attached as Exhibit 6 **(Signatures required)**; and

- Number of copies to be provided.
 - One (1) paper copy.
 - One (1) digital copy.

- Acknowledgement of Standard Form of Agreement attached as Exhibit 8 **(Signature required)**

- Proof of Team Member licensure as Professional Architect with the Mississippi State Board of Architecture

- Proof of Team Member licensure as Professional Engineers with the Mississippi Board of Licensure for Professional Engineers and Surveyors

- Conflict of Interest and Gratuities Statement attached as Exhibit 2 **(Signature required)**

- JMAA Intent to Respond Form attached as Exhibit 10

- Procurement QA & Verification Profile Sheet attached as Exhibit 12 **(Signature required)**

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