



JACKSON MUNICIPAL AIRPORT AUTHORITY

Your Connection to the World

**REQUEST FOR PROPOSAL FOR
PRIME FLIGHT RENOVATION AT
THE SOJAN BUILDING**

BY THE

**JACKSON MUNICIPAL AIRPORT
AUTHORITY**

PROJECT NUMBER 007-22

April 13, 2022

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

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**ADVERTISEMENT FOR PROPOSAL FOR
PRIME FLIGHT RENOVATION AT THE SOJAN BUILDING
BY THE
JACKSON MUNICIPAL AIRPORT AUTHORITY
PROJECT NO. 007-22**

The Jackson Municipal Airport Authority ("JMAA") is seeking electronic proposals ("Proposal") for Prime Flight RENOVATIONS at the SoJan Building (JAN).

Sealed Proposals to perform the services will be accepted at **4:00 p.m. Central Standard Time (CST) on Friday, May 20, 2022** (the "Proposal Deadline"). Proposal 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

The following identification information must be provided with the submission: **(i)** Attention: Marvin Buckhalter, Director of Procurement; **(ii)** the wording: "**Prime Flight Renovation at the SoJan Building, Project No. 007-22.**" If the submission is submitted via email, the identification information must be provided in the email subject line. If the submission is submitted by hand delivery or mail, the identification information must be marked on the outside or exterior of the bid envelope or container.

JMAA will not consider any Proposals received after the Deadline for any reason whatsoever. Information for Respondents relating to this Request for Proposals ("**RFP**") is on file and open for public inspection at the offices of JMAA. The Information for Respondents contains a copy of the RFP, 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 Marvin Buckhalter, as follows:

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

or from JMAA's website at <https://j111aa.com/par111cr-with-us/procurement11t/>.

Based on the Proposals received and the scoring of each proposal, JMAA will initiate negotiations with the Respondent ranked first. 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 and 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 will hold a Pre-Bid Conference on Wednesday, May 04, 2022, at 10:00am (CST) using the following login information:

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

Meeting ID: 959 6802 0095

Passcode: 520966

JMAA reserves the right to reject any and all Proposals, for any reason, any time before execution of a contract with a Respondent selected by JMAA to perform the Services.

JMAA has chosen to not establish a DBE participation goal for this RFP, However, twenty (20) points are potentially available to Respondents submitting an acceptable minority participation proposal for the Services.

JACKSON MUNICIPAL AIRPORT AUTHORITY

Date: April 13, 2022

Paul A. Brown, Chief Executive Officer

PUBLICATION DATES

Advertisement Date	Media
April 13, 2022 & April 20, 2022	Rankin County News
April 13, 2022 & April 20, 2022	La Noticia MS
April 14, 2022 & April 21, 2022	Mississippi Link
April 14, 2022 & April 21, 2022	Jackson Advocate
April 13, 2022 & April 20, 2022	MS Procurement Technical Assistance Program Website: http://www.mspsc.com
April 13, 2022	Airport Minority Advisory Council (AMAC) Website: https://www.amac-org.com
April 13, 2022	American Association of Airport Executives Website https://www.aaadocs.org/publications/business_opportunities
April 13, 2022	<u>Airports Council International - North America (ACI-NA) Website</u> https://airportscouncil.org/rfp-1list
April 13, 2022	<u>Mississippi Today</u> https://mississippitoday.org/

PART I. GENERAL INFORMATION FOR RESPONDENTS

- 1.1. 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 Proposal ("RFP").
- 1.2. JMAA's Authorized Contact. JMAA's Contact for this RFP is Marvin Buckhalter. Mr. Buckhalter can be contacted at (601) 664-3516 or mbuckhalter@jmaa.com.

Any unsolicited contact by a Respondent with any member of the Board of Commissioners or JMAA staff not identified in this RFP or the project which is the subject of this RFP shall be grounds for disqualification of the Respondent.

- 1.3. Disadvantaged Business Enterprises, Minority Owned, Woman Owned, and Small Business Participation. The DBE goal for this project is **0%** (zero).
- 1.4. Purpose of RFP, Scope of Work ("SOW"). JMAA is seeking professionals that will provide services to demolish existing false ceiling and air condition unit including air condition platform, then install new air conditioning unit and space heater as specified. In addition, existing rest room will be demolished with replacement restroom including capping old sewer lines and installing new sewer lines, bathroom fixtures, partitions with ceiling as well as all other services addressed in the **Scope of Work- Exhibit 9** of this document.
- 1.5. Joint Submissions. Proposals submitted in response to this RFP may be submitted by:
 - 1.5.1 A single Consultant;
 - 1.5.2 A Joint Venture (in which case all joint venture members will be responsible to JMAA for proper performance of the Services); or

A Consultant with Sub-consultants, so long as all information required by this RFP is provided for the Consultant and all Sub-consultants.

- 1.6. Selection Process. After evaluation in accordance with the criteria set forth in PART IV: CRITERIA FOR SELECTION, based on the proposals received and the scoring of each proposal, JMAA will initiate negotiations with the Respondent ranked first. 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.
- 1.7. Presentations. JMAA reserves the right to request that Respondents make on-site presentations prior to final selection. The number of Respondents, if any, invited to present will also be at the discretion of JMAA.

1.8. Other Information. JMAA requires Consultants to execute a Standard Form of Agreement (see **Exhibit 11**) prepared by JMAA, and provide or attest to the following terms:

Insurance. JMAA requires Consultants to acquire and maintain, at their own expense, commercial general liability insurance of no less than \$1,000,000.00 each occurrence and \$2,000,000 RFP for Prime Flight RENOVATIONS at the SoJan Building aggregate for bodily injury and property damage, including coverage for blanket contractual liability, broad form property damage, personal injury and bodily injury (including illness, disease and death), and products/completed operations. Each policy shall contain a waiver of subrogation in favor of JMAA.

1.8.1 Consultants must (i) be responsible for all deductibles and for any inadequacy or absence of coverage; (ii) bear all costs and losses attributable to such deductibles and to coverage limitations; and (iii) have no claim or recourse against JMAA for any costs or loss attributable to such deductibles or to coverage limitations, exclusions or unavailability.

1.8.1.1 Consultants must deliver to JMAA certificates of insurance evidencing the policy limits required hereunder prior to commencing the services governed by the Agreement.

1.8.1.2 Independent Contractor. JMAA requires consultants to:

1.8.1.3 Affirm that they will at all times be regarded as an independent contractor and shall at no time act as the employee or agent of JMAA; See Exhibit 7 for Affirmation form.

1.8.1.4 Agree that nothing contained in any Agreement shall be deemed or construed by JMAA, 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 Consultant; and

1.8.1.5 Affirm that as an Independent Contractor, the Consultant 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 worker's compensation insurance coverage, health insurance plan or other benefit.

PART II. GENERAL REQUIREMENTS FOR PROPOSALS

2.1. Deadline. The Proposal must be received at **4:00 p.m. (CST) on Friday, May 20, 2022** (the "Proposal Deadline"). JMAA will deem a Proposal received after the Deadline non-responsive and will reject all late-received Proposals, without review. The opening of any Proposal does not constitute approval by JMAA of such Respondent as a suitable and qualified Respondents.

2.2. Pre-Submission Conference.

JMAA will hold a Pre-Bid Conference on Wednesday, May 04, 2022 at 10:00am (CST) using the following login information:

Link: <https://jmaa.zoom.us/j/6895798393?pwd=TzV2YUtsUEw2QVVldnovc0hlSWN6QT09>

Meeting ID: 689 579 8393

Passcode: 079743

2.3. Interpretation of Information and Questions & Requests 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 1.2 of RFP). JMAA Project Name and Project Number must be listed in the subject line. Only interpretations, clarifications or corrections by Addendum issued by Marvin Buckhalter shall be binding on JMAA and the Respondents. The deadline for submitting questions is **Monday, May 09, 2022 at 4:00 p.m. (CST).**

2.4. References. Using **Exhibit 4** - Contractor Relevant Work Experience Form, Respondent shall provide the names, addresses, and telephone numbers of at least three (3) references in connection with supplying the services requested in this RFP. Each reference should include organizational name, official address, contact person, and title of contact person.

2.5. Copies to be Provided. Each Respondent must submit one (1) copy of its entire Proposal (including all attachments and exhibits) in digital format. The digital copy of the Proposal shall be submitted in Adobe*.pdf (searchable) format via email to bids@jmaa.com. JMAA will also receive hand delivered electronic submissions up to the Deadline at JMAA 's administrative offices, Suite 300, Main Terminal Building, Jackson-Medgar Wiley Evers International Airport, 100 International Drive, Jackson, Mississippi 39208. The hand delivered submissions shall be on a flash drive, placed in an envelope clearly marked with the Project Name, Project Number, Respondent's Company Name, and Attention: Marvin Buckhalter.

2.6. Formatting and Page Limits. No Proposal 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 the Proposals are 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 Proposal must be in an easily read font. All required forms enclosed as Exhibits in this RFP and references may be included as appendices which will not be counted against the 30-page limitation. The Proposal should be prepared simply and economically and should provide a straightforward and concise description of the Respondent's proposal, including its ability to perform the Services.

- 2.7. Information to be Provided. Proposals must respond to all requirements of the RFP 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 presented in the order requested. The information provided in the Proposal must be complete and accurate, and the Proposal must be sworn to (before a notary public) by an officer, partner or member of the Respondent authorized to bind the Respondent.
- 2.8. Acknowledgement of Addenda. Each Respondent must acknowledge receipt of any Addendum to this RFP. Respondent shall do this by including with its Proposal a properly executed Acknowledgment of Receipt of Addendum in the form that accompanies such Addendum, if any.
- 2.9. Statement Must Be Signed. Each Respondent must manually sign and have notarized at least one copy of its Proposal by submitting an Identification of Respondent form attached as **Exhibit 2**.
- 2.10. Representations of Respondent. Each Respondent, by submitting a Proposal, represents that:
- 2.10.1. It read and understands the Information for Respondents;
 - 2.10.2. Is familiar with the conditions under and the purpose for which the Services will be performed;
- Has all professional qualifications, licenses, certifications and registrations necessary to perform the Services and is knowledgeable of and has fully complied with them; and
- 2.10.3. If selected by JMAA, will fully comply with all federal, state and local laws, ordinances, rules and regulations that apply to the Services and Respondent's performance of them.
- 2.11. Investigations. JMAA reserves the right to make any and all investigations, as it deems necessary to establish the competency of any Respondent to perform the Services.
- 2.12. Rejection of Proposals. JMAA reserves the right, in its sole discretion, to reject any and all Proposals and to waive any technicality, informality or irregularity in any Proposals 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 Proposal which is incomplete or irregular in any manner.
- 2.13. Agreement. The selected Respondent will be required to enter into JMAA's standard form agreement, **Exhibit 11**. 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.

- 2.14. Compensation. JMAA will select a Respondent based on the overall evaluation criteria identified in Part IV. Respondent shall provide not-to-exceed (NTE) service fees for each of (1) Annual Financial Audit; (2) On Call Consulting Services. Respondent must submit hourly rates for each discipline to support the project, estimated hours and estimated expense information with their Proposal. JMAA will negotiate the contract at a total NTE contract value. The fee arrangement should include all components identified in **Exhibit 10** - Price Sheet.
- 2.15. Costs Incurred by Respondents Prior to Execution of an Agreement. JMAA will not be responsible for any costs incurred by any Respondent in preparation of its Proposal. 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.
- 2.16. Disclosure of Response Contents. All materials submitted in response to this RFP 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 Proposal, each Respondent should be aware that some or all of its Proposal 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.
- 2.17. Nondiscrimination. By submitting a Proposal, 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 sub-consultants) 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.
- 2.18. Disadvantaged Business Enterprises, Minority Owned, Woman Owned, and Small Business Participation. It is the policy of JMAA that maximum opportunity to participate in performance of the Services is provided to all certified firms.
- 2.19. 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.

- 2.20. Conflicts of Interest and Gratuities. Each Respondent must complete, execute and submit a Jackson Municipal Airport Authority Certification Regarding Gratuities with its Proposal. Failure to execute and submit the Certification attached as **Exhibit 3** to this RFP will be grounds for rejection of the Respondent's Proposal without review or consideration by JMAA.

PART III. INFORMATION REQUIRED FROM RESPONDENTS

- 3.1. Required Information. To be selected, a Proposal must demonstrate that the Respondent is highly qualified by expertise and experience to perform the Services. A Proposal 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 Proposal. The information provided must be complete and accurate. Any omission, inaccuracy, or misstatement may be cause for rejection of the Proposal.

- 3.2. Identification of Respondent.

- 3.2.1. Cover Letter.

- 3.2.2. Full, correct, legal name and type of business entity of the Respondent, and, if applicable the Respondent's state of incorporation or organization. (NOTE: The Respondent awarded the Services, if a corporation, limited partnership or limited liability company, 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.)

- 3.2.3. Street and Mailing address of the Respondent.

- 3.2.4. Name of the Respondent's representative for purposes of notice for other communications regarding the RFP.

- 3.2.5. 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.

- 3.2.6. Telephone and facsimile numbers, and email address for the Respondent and, if different, for the Respondent's representative regarding the Proposal and the Agreement.
- 3.2.7. 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.
- 3.3. Organizational Summary. An organizational summary of the Respondent to include the following:
- 3.3.1. 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;
- 3.3.2. A description of the key personnel the Respondent will utilize to perform the Services, including education, professional qualifications, and length of service, special expertise, and experience of the key personnel.
- 3.4. Licenses. Before execution of an Agreement with JMAA, Respondent must be registered to do business in the State of Mississippi as required by the Mississippi Secretary of State and obtain and maintain a City of Jackson Business Privilege License.
- 3.5. Experience. Each Respondent must include, with this proposal, examples of work product from not less than three (3) projects similar in scope as described in the Scope of Work in this RFP, where the proposed key personnel have had direct involvement.
- 3.6. DBE Participation. JMAA has chosen to not establish a DBE participation goal for this RFP. However, twenty (20) points are potentially available to Respondents submitting an acceptable minority participation proposal for the Services.
- 3.7. Terminated Contracts, Forfeiture, Bankruptcies, Etc., State the following by completing **Exhibit 7:**
- 3.7.1. Regarding all contracts of the Respondent (or any subsidiary, parent or affiliate of the Respondent) for services, similar to the Services sought by the RFP 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;
- 3.7.2. 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;
- 3.7.3. 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 RFP;

3.7.4. 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.

3.8. 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.

3.9. 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 services she/he will perform shall be provided.

3.10. Insurance Requirements for Contract Award.

3.10.1. JMAA requires Consultants to maintain, at its own expense, insurance in accordance with the following throughout the term of an agreement:

3.10.1.1. Professional liability insurance in an amount of \$1,000,000.00 per claim;

3.10.1.2. 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;

3.10.1.3. If any vehicles will be operated at or as part of the Services, Comprehensive automobile liability insurance, including hired and non-owned vehicles, with a combined single limit of not less than \$1,000,000.00, covering bodily injury and property damage; and

3.10.1.4. 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.

3.10.2. 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.

3.10.3. 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 and shall contain a waiver of subrogation in favor of JMAA.

3.10.4. 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.

3.10.5. Consultant shall deliver certificates evidencing the insurance required hereunder promptly upon execution of an agreement and such other times upon JMAA's request.

3.11. Independent Consultant. Respondent shall affirm that - **Exhibit 7:**

3.11.1. At all times it will be regarded as an independent Consultant and shall at no time act as the employee or agent of JMAA;

3.11.2. 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

3.11.3. 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.

3.12. Governing Law, Jurisdiction and Venue. Respondent shall affirm 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. **(Exhibit 11)**

3.13. Attorneys' Fees. Respondent shall affirm 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 this Agreement, the prevailing party shall be entitled to recover, as part of its costs, its actual and reasonable attorneys' fees.

3.14. Sub-Consultant Commitment and Confirmation. Should a Respondent use a sub-

consultant, then the Respondent must complete and submit a Sub-Consultant Commitment and Confirmation form as provided in **Exhibit 6**, as part of its Proposal. The form must be signed by the Respondent and each sub-consultant (DBE and non-DBE) proposed for utilization as part of the Services.

- 3.15. Other Information. Any other information the Respondent wishes to submit to JMAA for consideration in evaluating the Respondent's Proposal.

Part IV. - CRITERIA FOR SELECTION

- 3.1. All submissions per Part II, GENERAL REQUIREMENTS FOR PROPOSALS, received before the Deadline will be reviewed and evaluated by JMAA.
- 3.1.1. Respondents will be selected by JMAA in priority order for negotiation of the Agreement, based on JMAA's determination, in its sole discretion, as to the Respondent best qualified to perform the Services.
- 3.1.2. Responses shall be evaluated according to the criteria listed in Table I below:
- 3.2. Criteria. All Proposals received before the Deadline will be reviewed and evaluated by JMAA. Respondents will be selected by JMAA in priority order for negotiation of the Agreement, based on JMAA's determination, in its sole discretion, as to the Respondent best qualified to perform the Services. Responses shall be evaluated according to the criteria listed below, in order of importance, from highest to lowest with maximum points to be awarded listed.

Table 1

Scoring Criteria	Total Points Available
1. <u>Experience:</u> Direct professional project experience with projects of the same or similar type, scope and complexity.	25
2. <u>Qualifications:</u> Professional licensure as required by the scope of work.	10
3. <u>Minority Participation:</u> Disadvantaged Business, Minority Owned, Woman Owned, and Small Business Enterprises	20
4. <u>Capacity:</u> Exhibited by Proposed Project Plan and Schedule	20
5. <u>Organization of Submission:</u> Clarity of submission & all required documents.	15
6. <u>Fees</u>	10
TOTAL	100

EXHIBIT 1

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
- SBA S(a)
- Minority/Woman Business Enterprise
- Minority/Woman Business
- 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 Wednesday, May 11, 2022.

EXHIBIT 2

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 Proposals, the insurance requirements established in Part III, Information Required from Respondents, Section 3.10 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 Proposal, I or my company will register to conduct business with the Mississippi Secretary of State as established in Part III, Information Required from Respondents, Section 3.4 prior to execution of an Agreement.
- “ I affirm that if selected for the Services in this Request for Proposal, I or my company will obtain a City of Jackson Mississippi Business Privilege License as established in Part III, Information Required from Respondents, Section 3.4 prior to execution of an Agreement.

The undersigned hereby represents everything in this Proposal 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 Proposals received at any time prior to execution of the Agreement for any reason.

Date: _____

Respectfully submitted,

RESPONDENT:

Legal Name of Respondent

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 ____ 2022 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 3

CONFLICTS OF INTEREST AND GRATUITIES

ONLY EXHIBIT 3, ATTACHMENT B IS REQUIRED WITH YOUR

SUBMISSIONCHAPTER: EXECUTIVE

POLICY TITLE: CONFLICTS OF INTEREST AND GRATUITIES

POLICY NUMBER: 1-100

ADOPTED: 10/22/15

REPLACES/REVIS 1-100 DATED: 12/20/2005

ES

REFERENCES:

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

POLICY:

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

APPLICATION:

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

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

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

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

CERTIFICATIONS:

Each employee of the Authority shall be required to sign and submit the certification attached to this Policy as Exhibit A entitled "Certification Regarding Gratuities: Airport Authority Employees". Certification shall be submitted by a member of the staff of the Authority, promptly upon employment. Subsequent certifications shall be signed and submitted no later than October 1 of each subsequent 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, ongoing 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, ongoing 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 this the _____ day of _____, 20____.

Print Name of Entity (if an Entity)

Signature

Printed Name, Title

EXHIBIT 4
CONSULTANT RELEVANT WORK EXPERIENCE

Prime Respondent Information			
Consultant Name			
Contact Name			
Client Contact Information			
Client Name			
Contact Name			
Address			
Phone		Email Address	
Location of Work		Date of Service	
Detailed description of relevant work experience and similar scope of work:			
<hr style="border: 1px solid black;"/>			

Form shall be used for each relevant work experience provided

EXHIBIT 5

SUB-CONSULTANT LIST

RESPONDENT NAME: _____

The sub-consultants and/or suppliers shown on this form will be a material consideration in JMAA making an award. The persons and entities shown on this Sub-Consultant List must perform the Work in the amounts listed and for the prices listed below. JMAA'S WRITTEN APPROVAL IS REQUIRED BEFORE SUBSTITUTION OF ANY OF THE SUB-CONSULTANTS OR SUPPLIERS LISTED BELOW OR CHANGING THE AMOUNT OF WORK ASSIGNED TO ANY SUB-CONSULTANT OR SUPPLIER LISTED BELOW.

JMAA has established a goal of **0%** for DBE participation in the performance of the Services. Each Respondent must submit a completed Commitment and Confirmation Form for each sub-consultant and supplier shown on this Sub-Consultant List.

Name of Respondent's Authorized Agent

Signature

Title

Date

RESPONDENT MUST SUBMIT THIS COMPLETED FORM AS PART OF ITS PROPOSAL

Allocation of Work.

Divide the Work of the Project between the Respondent and the sub-consultants and suppliers that will perform any portion of the Services. All aspects of the Services must be accounted for below.

Prime Flight RENOVATIONS at the SoJan Building (Project Number 007-22)				
ITEM NO.	ITEM	NAME OF SUB-CONSULTANT SUPPLIER OR VENDOR	M/W/DBE? YES/NO	SUB- CONSULTANT/SUPPLIER ESTIMATED PERCENTAGE

PERCENT M/W/DBE PARTICIPATION (**REQUIRED; DO NOT LEAVE BLANK**): __% (Attach additional pages as necessary)

Jackson Municipal Airport Authority

Sub-Consultant List - Identification of Subconsultant and Suppliers

Identification of Sub-Consultants and Suppliers.

Fully identify and answer each question regarding the sub-consultants and suppliers proposed to perform Services on this Contract.

Name of Sub-Consultant/Supplier: _____

Contact Person:

Title: _____

Address: _____

City/State/Zip: _____

Phone Number: _____ Fax Number: _____

Email: _____

Federal Identification Number: _____

Sub-Consultant/Supplier (check applicable statement): "

- Is a non-DBE.
- Is a certified DBE.
- Mississippi Unified Certification Program (MUCP)
- Mississippi Department of Transportation (MDOT)
- Jackson Municipal Airport Authority

Will Sub-Consultant/Supplier perform \$50,000 or more in Work?

Yes

No

Age of Firm:

Less than 1 year

1-3 years

4-7 years

8-10 years

More than 10 years

Annual Gross Receipts:

Less than \$500K

\$500K - \$1 million

\$1 -2 million

\$2 - 5 million

Greater than \$5 million

Make copies of this form as needed.

EXHIBIT 6
COMMITMENT AND CONFIRMATION
FORM
PRIME FLIGHT RENOVATIONS AT THE
SOJAN BUILDING
(PROJECT NO. 007-22)

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

Name of Respondent: _____

SUB-CONSULTANT COMMITMENT:

The Respondent affirms and certifies that it had direct contact with the Sub-Consultant Firms listed below regarding participation in the Project.

The Respondent affirms and certifies that the information listed below is consistent with the quotes from Sub- Consultant Firm to perform services for the Project.

The Respondent affirms and certifies that all information contained on Respondent's Sub-Consultant List about Sub-Consultant participation is true and accurate.

The Respondent affirms and certifies that, if awarded the contract for the services of this Project, the Respondent shall award subcontracts to or enter into agreements with the Sub-Consultant Firms listed below.

Name of Respondent's Authorized Agent

Signature & Title

Print Name

Date

CHECK ONE:

- Sub-Consultant** (Fully complete Parts I and III)

- **Sub-Consultant with Lower-Tier Sub-Consultants** (Fully complete Parts I, II, and III)

PART I: Sub-Consultant Participation

TO: _____
(Name of Prime Consultant)

FROM: _____
(Name of Sub-Consultant)

1. The undersigned Sub-Consultant Supplier intends to perform services with the above project as (checkone):

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

2. The undersigned Sub-Consultant/Supplier (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 under the Mississippi Uniform Certification Program (MUCP) prior to contract award. DBE Firms must be fully certified under the MUCP to be counted towards the JMAA's DBE goals on this project.*

- Is a non-DBE.
- Has been certified as a DBE under the MUCP.

3. The undersigned Sub-Consultant/Supplier 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:

Company Name: _____

Contact Person: _____

Address: _____

Telephone: _____ Email: _____

TIN: _____ Insurance: ()

Services to be Performed: _____

Amount of Subcontract \$ _____

Total amount to be Subcontracted to DBEs: \$ _____

Total amount to be Subcontracted to non-DBEs: \$ _____

EXHIBIT 7

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 RFP 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 RFP;

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 3.9 of the RFP and provide required information, if applicable.

III. Professional Qualifications

Refer to Section 2.10.3 of the RFP and provide required information.

IV. Insurance

By checking the box, Respondent affirms that it has the capability to meet the insurance requirements outlined in Section 1.8.1 of the RFP 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 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]

DATE: _____

Respectfully Submitted,
RESPONDENT:

Legal Name of Respondent

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 _____, 2022 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:

[SEAL]

EXHIBIT 8

PROCUREMENT QUALITY ASSURANCE AND VERIFICATION PROFILE SHEET

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

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

Corporation

S Corporation

Partnership

Trust/estate

Limited liability company

Other

Ownership Demographics:

Primary Owner Ethnicity:

Asian

African American

Caucasian

Pacific Islander

Hispanic

Native American

Male

Female

Primary Owner Gender (Select One)

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 bidders 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 9

SCOPE OF WORK

The scope of work for professional services includes Program Phase, Design Development Phase, Construction Document Phase, Bidding Phase and Construction Phase services associated with the interior and exterior RENOVATIONS of the SoJan Building at Jackson-Medgar Wiley Evers International Airport.

EXHIBIT 10
PRICE SHEET

TASK	ESTIMATED HOURS	NTE FEE
Design		
Construction		
Estimated Expenses		

- Please provide positions and the hourly rate for the teams that will be supporting the project.

Position	Hourly Rate

EXHIBIT 11
FORM OF AGREEMENT

The JMAA Form of the Agreement can be found at: <https://jmaa.com/wp-content/uploads/2022107/Service-Agreemcnl-Template-PFR-solicitation.pdf> and is incorporated herein by reference.

Name of Respondent's Authorized Agent	Signature
Title	Date

EXHIBIT 12
RFP
CHECKLIST

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

Identification of Respondent attached as **Exhibit 2** (Signature and Notary Required), which includes:

- o Full legal name and type of business entity of the Respondent;
- o Street and mailing address of Respondent;
- o Name of Respondent's representative for notification purposes;
- o Address and phone number of representative if different from address provided above; and
- o 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.

Organizational summary, which includes:

- o A description of the Respondent's organization;
- o A description of the key personnel the Respondent would utilize; and

Experience of the Respondent, **Exhibit 4**, which includes:

- o Evidence of related work experience
- o References.

Proposed Plan with milestones and duration in Business days

Statement of Affirmation Form, **Exhibit 7**, which includes

- o Acknowledgement statement of capability to meet insurance requirements if selected for the Services;
- o A statement related to any terminated contracts during the past five (5) years;
- o Any terminated contracts, forfeiture, etc. or affirmation there are none;
- o Any judgements or pending/threatened lawsuits or affirmation there are none; and/or
- o Any Bankruptcies or affirmation there are none;
- o Respondent and Sub-Consultant sufficiently staffed and capable of performing the Services;
- o Respondents and Sub-Consultant's expertise and special knowledge.
- o Respondents and Sub-Consultant's evidence of professional qualifications(certifications).
Sub-Consultant List, **Exhibit 5**
- o Sub-Consultant Commitment and Confirmation Form, **Exhibit 6 (Signatures required);**

- Number of copies to be provided One (1) digital copy
- Procurement QA and Verification Profile Sheet, **Exhibit 8**
- JMAA Price Sheet Form, **Exhibit 10**
- Acknowledgement of any Addenda issued in relation to this RFP (**Signature required**).
- Conflict of interest and Gratuities Statement attached as **Exhibit 3 (Signature required)**.
- Submitted all documents and requirements Identified in Part II and III of RFP General Requirements of the Proposal and Information required from respondent.