

INFORMATION FOR BIDDERS

FOR CONSTRUCTION AND RELATED WORK

IN CONNECTION WITH THE
REHABILITATE TAXIWAY A, PHASE 2 AND REHABILITATE
TAXIWAY B, PHASE 1

AT THE

JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT

PROJECT NUMBER 011-22A

MARCH 01, 2023

FAA AIP 3-28-0037-063-2023
FAA AIG BIL 3-28-0037-064-2023

Jackson Municipal Airport Authority
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ADVERTISEMENT FOR BIDS
BY THE
JACKSON MUNICIPAL AIRPORT AUTHORITY
FOR
CONSTRUCTION AND RELATED SERVICES
IN CONNECTION WITH THE
REHABILITATE TAXIWAY A, PHASE 2 AND REHABILITATE TAXIWAY B, PHASE 1
AT THE
JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT
JMAA PROJECT NO. 011-22A

The Jackson Municipal Airport Authority ("JMAA") is seeking bids for construction and related services in connection with the REHABILITATE TAXIWAY ALPHA PHASE 2 AND REHABILITATE TAXIWAY BRAVO PHASE 1 at the Jackson-Medgar Wiley Evers International Airport (the "Work").

Sealed bids to perform the Work will be accepted by JMAA until **4:00 p.m. Central Standard Time (CST) on Monday, May 01, 2023** (the "Bid Deadline"). Bids 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 publicly open and read all bids on **Monday, May 01, 2023 at 4:05 p.m. (CST)** (the "Bid Opening"), in the Staff Conference Room, Third Floor of the Main Terminal Building at JAN. JMAA invites Bidders and their authorized representatives to be present at the Bid Opening.

Questions and communications regarding the bidding procedure and schedule on this project should be directed to: Marvin Buckhalter, Director of Procurement, mbuckhalter@jmaa.com, and 601-664-3516.

The following identification information must be provided with the submission: (i) bidder's company name; (ii) Mississippi Certificate of Responsibility Number; and (iii) the wording: REHABILITATE Taxiway Alpha Phase 2 AND REHABILITATE Taxiway Bravo Phase 1 at Jackson-Medgar Wiley Evers International Airport, Project No.011-22A." If the submission is submitted via email, then the identification information must be provided in the email subject line. If the submission is submitted by hand delivery or mail, then the identification information must be marked on the outside or exterior of the bid envelope or container.

JMAA will not consider any submissions, including bid proposals, amendments to bids, or requests for withdrawal of bids received, after the Bid Deadline for any reason whatsoever.

JMAA will award the Work to the lowest successful bidder as determined by JMAA in accordance with the criteria set forth in the information for Bidders. Plans and specifications related to the Work are considered part of the Agreement. Any Addenda issued clarifying and/or changing plans and specifications; clarifying and/or changing instructions in the Instruction to Bidders; and/or answering questions in relation to the Instructions to Bidders shall become part of the Information for Bidders.

The Information for Bidders and bidding documents for the Work can be found at (https://jmaa.com/corporate/partner-with-us/procurement/). The website will be updated periodically with addenda, reports and other information relevant to submitting a Bid for the Work.

Interested parties may register and order plans and specifications from the Neel-Schaffer Online Plan Room website (http://neel-schafferplans.com) for a non-refundable fee. A valid email address is required for registration. There is no charge for registration or to view the documents online. Documents may be downloaded from this website for a non-refundable fee. Documents are non-refundable and must be purchased through the website.

Plans and specifications may also be purchased through the website (http://neel-schafferplans.com.) Bid documents may be picked up or shipped to the party making the request. Documents will not be distributed or mailed, however, until payment is received. For questions regarding website registration and online orders, contact Neel Schaffer at (662)407-0193.

JMAA will hold a mandatory Pre-Bid Conference on Thursday, March 16, 2023, at 10:00am (CST) in the Community Room, Third Floor of the Main Terminal Building at JAN.

JMAA reserves the right to amend the plans and specifications for the Work by Addendum issued before the Bid Deadline; to reject any and all bids; to waive technicalities in the bid proposals.

JMAA has established a Disadvantage Business Enterprises participation goal of **24.00%** for the Work solicited by this RFB.

JACKSON MUNICIPAL AIRPORT AUTHORITY

DATE: MARCH 01, 2023

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John Means, Acting Chief Executive Officer

Publication Dates:

Advertisement Date	Media
March 01, 2023 & March 08, 2023	La Noticia MS
March 01, 2023 & March 08, 2023	Rankin County News
March 02, 2023 & March 09, 2023	Jackson Advocate
March 02, 2023& March 09, 2023	Mississippi Link
June 30, 2022	Mississippi Today (https://mississippitoday.org/)
March 02, 2023	American Association of Airport Executives Website (https://www.aaaedocs.org/publications/business_opportunities)
March 02, 2023	MS Procurement Technical Assistance Program Website (http://www.mscpc.com)
June 30, 2022	Airport Minority Advisory Council (AMAC) Website (https:www.amac-org.com)
March 02, 2023	Airports Council International – North America (ACI-NA) Website (http://airportscouncil.org/rfp-list)

INSTRUCTIONS TO BIDDERS

1. **Definitions.** The following terms have the following meanings where used in the Bid Documents. Terms defined in the singular shall have the same meaning when used in the plural and vice versa.

1.1. **Addendum.** A written or graphic instrument issued before JMAA makes an award to perform the Work that modifies or interprets the Bid Documents by additions, deletions, clarifications, or corrections.

1.2. **Advertisement for Bids.** See page 5 for identified publications and dates.

1.3. **Agreement.** The written agreement between JMAA and Contractor pertaining to the Work in the form of **Attachment 13**, together with all amendments, modifications and supplements to the Agreement.

1.4. **Airports.** The standard form of agreement for construction projects is found on the JMAA's website at https://jmaa.com/corporate/partner-with-us/procurement/.

1.5. **Alternate Bid**. Additional options that are priced separately from the Base Bid.

1.6. **Apparent Low Bidder.** The apparent low bidder is the bidder with the lowest dollar proposal, and does not reflect whether the sponsor has determined the bidder to be responsive and responsible.

1.7. **Award of Contract.** Award of contract award will be based on the lowest bid submitted from those bidders that are confirmed as being responsive and responsible.

1.8. **Base Bid**. The price stated in the bid for which the bidder offers to perform the work described in the specifications, exclusive of any Alternate Bids.

1.9. **Bid.** A complete and properly signed Bid Proposal, together with all information and data required by the Bid Documents to be submitted in connection with a Bid.

1.10 **Bid Bond.** Bid Security in the form of **Attachment 3.**

1.10. **Bid Deadline.** The day and time specified in the Advertisement for Bids or, as applicable, any Addendum, as the deadline for receipt of Bids. The time of record of all Bids received shall be determined by the time clock at the front desk of the Main Terminal Building at JAN.

1.11. **Bid Documents.** The set of documents titled "Information for Bidders for Construction and Related Services in Connection with the REHABILITATE TAXIWAY A, PHASE 2 AND REHABILITATE TAXIWAY B, PHASE 1 at the Jackson-Medgar Wiley Evers International Airport, JMAA Project No. 011-22A which includes, without limitation, the Advertisement for Bids, these Instructions to Bidders, all Exhibits attached hereto, all Addenda, all Plans and all Technical Specifications.

1.12. **Bid Opening.** The day and time specified in the Advertisement for Bids, or, as applicable, any Addendum, that JMAA will publicly open and read aloud all Bids.

1.13. **Bid Proposal.** The written document included as **Attachment 2** to the Instructions to Bidders that must be completed and signed by Bidder and submitted to JMAA as part of the Bid.

1.14. **Bid Security.** A Bid Bond in the form of **Attachment 3** or a certified check, one of which must be

included with each Bid.

1.15. **Bidder.** Any individual, partnership, corporation, Limited Liability Company or other business entity that submits a Bid to JMAA for the Work.

1.16. **Business Day.** A day other than Saturday, Sunday or any legal holiday of the State of Mississippi.

1.17. Commercially Useful Function. 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, installing (where applicable) and paying for the material itself.

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.

If a DBE does not perform or exercise responsibility for at least 24.00% 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, it will be determined that the DBE is not performing a commercially useful function.

1.18. **Contact for Consultant (Design Services).** The contact for all technical questions is Mr. Akili Kelly, Facility Architect. Mr. Farris can be contacted at akelly@jmaa.com or 601-360-8663.

1.19. **Contact for JMAA**. The contact for all questions and submittal of Bids and required forms is Mr. Marvin Buckhalter, Director of Procurement. Mr. Buckhalter can be contacted at mbuckhalter@jmaa.com or 601-664-3516.

1.20. **Contract Documents.** The Advertisement for Bids, this Information for Bidders, the Bid, the Bid Documents, the Agreement (and all Exhibits and documents listed in the Agreement), Drawings, Plans, Technical Specifications, General Provisions, Special Provisions, addenda issued prior to the execution of the Agreement and Modifications issued after the execution of the Agreement.

1.21. **Contractor.** The individual, partnership, corporation, Limited Liability Company or other business entity that is awarded the Work and executes the Agreement with JMAA.

1.22. **DBE.** Disadvantaged business enterprise or DBE means a for-profit small business concern that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals, and whose management and daily operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. Additionally, must be certified by the Miss. UCP at the time of bid. Please also reference 49CFR, Part 26.

1.23. **Commitment and Confirmation Form.** The commitment in the form of **Attachment 10** to be completed and **signed** by each Bidder **and** all subcontractors it proposes to use for any portion of the Work.

1.24. **DBE Contract Participation Goal.** JMAA's contract goal for in the Work is **24.00%**. Additional information may be found in **Attachment 8**.

1.25. **FAA.** The Federal Aviation Administration ("FAA"), an operating administration of the United States Department of Transportation ("USDOT").

1.26. **Good Faith Effort.** Good Faith Efforts mean efforts to achieve a DBE goal or other requirement of this Part which, by their scope, intensity and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

1.27. **Good Faith Effort Report.** The report in the form of Attachment 11 with supporting documents to be submitted and signed by each Bidder as evidence of the Bidder's good faith efforts towards meeting the DBE Participation Contract Goal.

1.28. **Good Faith Efforts Statement**. The statement in the form of **Attachment 12** with supporting documentation to be submitted and signed by each Bidder as evidence of the Bidder's good faith efforts towards meeting the DBE Participation Contract Goal.

1.29. **HKS.** Hawkins Field Airport, a general aviation airport located in the City of Jackson, Hinds County, Mississippi.

1.30. **Instructions to Bidders.** These Instructions to Bidders, including Attachments 1 through 20, including all Addenda and all Plans and Technical Specifications.

1.31. **It.** Whenever the contract may require, "it" includes a corporation, company, partnership, firm, association or society, as well as a natural person.

1.32. **JAN.** The Jackson-Medgar Wiley Evers International Airport, a commercial service airport located in the City of Jackson, Rankin County, Mississippi.

1.33. **JMAA.** The Jackson Municipal Airport Authority, a political subdivision of the State of Mississippi organized by the City of Jackson, Mississippi under the Mississippi Airport Authorities Law, § 61-3-1 et seq., Mississippi Code 1972, as amended.

1.34. **Lowest.** Part of the evaluation criteria; the lowest cost.

1.35. **Non-Collusion Certificate.** The certificate in the form of **Attachment 5** to be completed by each Bidder and submitted as part of the Bidder's Bid.

1.36. **Non-Responsive.** A response to a solicitation that does not conform to the mandatory or essential requirements contained in the solicitation.

1.37. **Payment Bond.** A payment bond in the form of **Attachment 15** to be delivered by the Contractor with the executed Agreement.

1.38. **Performance Bond.** A performance bond in the form of **Attachment 14** to be delivered by the Contractor with the executed Agreement.

1.39. **Plans.** The drawings or other graphical representations showing JAN (or parts thereof) and the location,

character, dimensions and details of the Work.

1.40. **Priority.** The importance of Alternate Bids as determined to be in the best interest of JMAA within the amount of available funds for this project.

1.41. **Responsible Bidder.** A business entity or individual who has the integrity and reliability as well as the financial and technical capacity to perform the requirements of the solicitation and subsequent contract.

1.42. **Responsive Bidder.** A responsive bid conforms to all significant terms and conditions contained in the sponsor's invitation for bid.

1.43. **Socially and Economically Disadvantaged Individual.** Any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—

A. Any individual who JMAA finds to be a socially and economically disadvantaged individual on a case-by-case basis.

B. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

1) "Black Americans, "which includes persons having origins in any of the Black racial groups of Africa;
2) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
3) "Native American," which includes persons who are American Indian, Eskimos, Aleuts, or Native Hawaiians;
4) "Asian-Pacific Americans, "which includes persons whose origin are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
5) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
6) Women;
7) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

C. Also, reference 49 CFR, Part 26.

1.43 **Specifications.** The written general provisions, technical specifications and other requirements for the Work included as part of the Bid Documents.

1.44 **Statement of Qualifications**. The certification of the Bidder's qualifications to perform the Work in the form of **Attachment 4** which each Bidder must **sign, notarize, and submit** as part of its Bid.

1.44. **Successful Bidder.** Means the lowest, qualified, responsible, responsive BIDDER to whom JMAA (on the basis of JMAA's evaluation as hereinafter provided) makes and award."

1.45 **TSA.** The Transportation Security Administration, an operating administration of the United States

Department of Homeland Security.

1.46 **USDOT**. The United States Department of Transportation.

1.47 **Work.** The successful Bidder's obligations under the Agreement to perform construction and related services described in the Contract Documents.

2.1 **Scope of Work**

1. Implementation of traffic controls and airport construction safety and phasing plan
2. Installation of Temporary Erosion Controls
3. Demolition of flexible and rigid pavement structures
4. Demolition of airfield lighting and electrical systems
5. Construction of flexible pavements for new taxiways, taxiway widening, and taxiway shoulders; including site preparation, lime treated subgrade, crushed aggregate base course, bituminous asphalt base course and surface course, pavement edge drains, and pavement marking
6. Rehabilitation of existing bituminous asphalt pavements, including milling of existing asphalt surface course, placement of bituminous asphalt leveling course and surface course, and pavement markings
7. Installation of airfield lighting, including taxiway edge lights, signage, conduit, and conductors
8. Installation of storm drainage system including reinforced concrete pipes, drainage inlets and junction boxes, and headwalls and miscellaneous drainage structures
9. Permanent Erosion Controls including seeding, mulching, and sodding

2.2 The scope of work for this project consists of the following technical specifications, as further defined in **Attachment 20**.

2.3 **Costs Incurred by Bidders Prior to Execution of an Agreement.** JMAA will not be responsible for any costs incurred by any Bidder in preparation of its Bid. Further, JMAA will not be responsible for any costs incurred by the selected Bidder under any agreement prior to the effective date of the Agreement.

2.4 **Disclosure of Response Contents**. All materials submitted in response to this RFB will be the property of JMAA and may be held by JMAA or returned to each respective Bidder, at JMAA's sole discretion. In preparing its Bid, each Bidder should be aware that some or all of its Bid 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.

2.5 **Certificates of Responsibility**. As required by Sections 31-3-1, 31-3-15 and 31-3-21 of the Mississippi Code of 1972, as amended, each Bidder must have a valid and appropriate Certificate of Responsibility ("COR") issued by the Mississippi State Board of Contractors as of the Bid Deadline to submit a Bid for the Work if the Bid will exceed $50,000.00. Further, each Subcontractor (of any tier) that Bidder proposes to perform Work that exceeds a value of $50,000.00 must have a valid and appropriate COR issued by the Mississippi State Board of Contractors as of the Bid Deadline.

2.6 **Interpretation of Bid Documents.** Each Bidder is advised to examine the Bid Documents carefully and make written request to JMAA for interpretation or correction of any ambiguity, inconsistency, or error therein which may be discovered. Such request must be in writing and delivered to Mr. Marvin Buckhalter, Director of Procurement Wednesday, April 12, 2023, at 4:00 p.m. (CST). Only interpretations, clarifications or corrections by written Addendum issued by Marvin Buckhalter, Director

of Procurement, shall be binding on JMAA and the Bidders.

2.7 **Questions and Requests for Additional Information**. Any questions regarding the Bid Documents or the scope of the project must be submitted in writing to Marvin Buckhalter, Director of Procurement. JMAA will not provide individual responses to any Bidder. JMAA will respond to all questions by Addendum. The deadline for submission of any questions to JMAA will be **Wednesday, April 12, 2023, at 4:00 p.m. (CST)**. Each question must specifically identify this RFB.

No answers given in response to questions submitted shall be binding upon this RFB unless released in writing as an addendum to the RFB by JMAA. It is solely the bidder's responsibility to check on the JMAA website https://jmaa.com/corporate/partner-with-us/procurement/ for Addenda, which may impact the pricing, requirements, and/or other terms and conditions.

JMAA reserves the right to make such investigations, as it deems necessary to establish the competency and financial stability of any Bidder to perform the Work. If, upon investigation, evidence of competency, quality of work (as evidenced by prior work for JMAA or others) or financial stability is not satisfactory in JMAA's sole judgment, JMAA reserves the right to reject the Bid of such Bidder. A list of the qualification criteria is listed in the Technical Specifications in the Statement of Qualifications **(Attachment 4)**.

2.8 **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 200d-4) and the Regulations, hereby notifies all Bidders to this RFB 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 Bid, each Bidder 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 Bidder (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.

3 Site Visit and Responsibilities of Bidder.

3.1 Site Visit**.** Should a Bidder request to participate in a site-visit for this project, the Bidder is to submit the request in writing to either Mr. Akili Kelly at akelly@jmaa.com or 601-360-8663.

3.2 Responsibilities of Bidder**.** Before submitting its Bid, each Bidder is responsible for visiting JAN and becoming familiar with the nature and extent of the Work and any conditions that may in any way affect the labor, equipment, tools, and the Work required to be performed. Each Bidder is responsible for field verifying conditions, quantities, and construction difficulties. Each Bidder shall also be responsible for thoroughly examining the Bid Documents, and other related documents, including without limitation all Addenda, to be informed of any and all conditions and requirements that may in any manner affect the

Work. Failure to do so will not relieve Bidder of its obligation to perform the Work in accordance with the Contract Documents.

4 Addenda.

4.1 If it becomes necessary to revise any aspect of this RFB or to provide additional information to Bidders, JMAA will issue any Addenda by posting on JMAA's website (https://jmaa.com/corporate/partner-with-us/procurement/). JMAA reserves the right to amend the Bid Documents at any time prior to the Bid Opening without the need to re-advertise for Bids or to extend or postpone the date and time of such Bid Opening. JMAA will not, however, issue any Addendum later than five (5) Business Days before the Bid Deadline, except as provided below.

4.2 Each addendum will also be incorporated as part of the RFB documents. Failure to acknowledge addenda when submitting the bid proposal will render the proposal nonresponsive.

4.3 No Addendum will be issued later than five (5) business days prior to the Bid or Proposal Deadline, except an Addendum withdrawing this RFB or postponing the Deadline (which Addendum may be issued at any time up to the Deadline).

4.4 Each Bidder is solely responsible for ensuring that it receives and understands all Addenda issued by JMAA.

5 Bid Submission Instructions.

5.1 **Deadline.** Sealed bids to perform the Work will be accepted by JMAA until **4:00 p.m. Central Standard Time (CST) on Monday, May 01, 2023** (the "Bid Deadline"). Bids 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

5.2 **Format.** The bid proposal is to be submitted in the format described in **Attachment 1**, Bidder Checklist. All documents requiring a signature must include the bidders' authorized representative's written signature. The hand delivered or mailed bid package shall be submitted on USB Flash Drive in Adobe pdf (searchable) format. The email transmission of the bid package shall be submitted in Adobe pdf (searchable) format.

5.3 **Submission of Bids.** Each Bid Proposal, together with the Bid Security, the Statement of Qualifications, the Non-Collusion Certificate, the Debarment Certificate and all other required information (see Bidder Checklist, **Attachment 1**), must be received by JMAA no later than 4:00 p.m. on **Monday, May 01, 2023** (the Bid Deadline). The Bid Proposal shall include the following Bidder's identification information (i) **Company Name & Address, (ii) Mississippi Certificate of Responsibility Number, and (iii) " Rehabilitate Taxiway Alpha Phase 2 and Rehabilitate Taxiway Bravo Phase 1, Jackson-Medgar Wiley Evers International Airport, Project No.: 011-22A**". If the submission is submitted via email, then the identification information must be provided in the email subject line. If the submission is submitted by hand delivery or mail, then the identification information must be marked on the outside or exterior of the bid envelope or container. A Bid will be considered invalid if it has not been deposited at

the designated location by the Bid Deadline. The Bid Deadline may be extended by Addendum issued to the Bidders.

5.4 **Withdrawal of Bids.** A Bidder may withdraw its Bid, without prejudice, prior to the Bid Deadline, by communicating the withdrawal in writing to JMAA, whereupon the Bid will be returned unopened. Unless otherwise provided in an Addendum, no Bidder may modify, withdraw, or cancel its Bid or any part thereof for ninety (90) days after the Bid Deadline.

5.5 **Submission Deadline Rules.** Bid Proposals must be received by JMAA no later than 4 p.m. CST on the Bid Deadline date. The time stamp will be the date / time of the Bidder's email submission as determined by JMAA's email server. If by mail or hand delivery, the time of receipt of the Bid will be the date and time of receipt noted by JMAA on the face of the tendered envelope.

Each Bidder is solely responsible for ensuring the receipt of its Bid's receipt confirmation.

All Bid Proposals received after the proposal due date and time will be rejected and will not be evaluated.

JMAA's opening of a Bidder's Proposal does not constitute JMAA's acceptance of the Proposal.

6 Proposal Submission Requirements:

6.1 **Bidding Procedures. Bid Proposal.** Each Bidder must submit one (1) copy of its entire Bid Package (including all attachments and exhibits) in searchable, text recognized pdf format, to include the Bid Proposal form **(Attachment 2).** Scanned pages are unacceptable. All blank spaces in the Bid Proposal must be completed.

6.2 Each bid proposal must be in the form of a lump sum. Bidder shall include the total sum of unit price bid items, typewritten or legibly printed in ink, for the Base Bid.

6.3 **Alternates.** This project does contain bid alternates.

6.4 **Bid Security.** Each Bidder must include Bid Security in the amount of 5% of its Base Bid with its Bid Proposal. The Bid Security must be in the form of a Bid Bond conforming to **Attachment 3** or a certified or cashier's check made payable to JMAA. The Bid Security must be **signed** by the **Surety's Resident Agent**. The Bid Security guarantees:

6.4.1 That Bidder will not withdraw its Bid for ninety (90) days after the Bid Deadline; and

6.4.2 That Bidder will execute and enter into the Agreement **(Attachment 13)** if its Bid is determined by JMAA to be the successful bidder.

6.4.3 JMAA will keep the Bid Security as liquidated damages if a Bidder withdraws its Bid within the ninety (90)-day period or fails to execute and deliver the Agreement to JMAA within ten (10) Business Days after tender of the Agreement by JMAA. All Bid Bonds shall be secured from an agency of a surety or insurance company, which agency shall have an established and duly licensed resident agent in the State of Mississippi (which resident agent must countersign any Bid Bond provided hereunder or any Payment or Performance Bond provided under the Contract Documents). Bid Security from the three (3) lowest and best Bidders shall be held by JMAA, without interest, until the contract is awarded, and the lowest and best Responsible Bidder executes and delivers the Agreement, the Payment and Performance Bond and all other documents required at the time of the execution of the Agreement to JMAA.

6.5 **Statement of Qualifications**. Each Bidder must provide the information requested in the Statement of Qualifications **(Attachment 4)** as part of its Bid. The Statement of Qualifications must be **signed and notarized**.

6.6 **Disadvantaged Business Enterprises.** It is the policy of JMAA that Disadvantaged Business Enterprises, as such term is use in this document, have the maximum meaningful opportunity to participate in performance of the Work. Information regarding the DBE submission requirements may be found below, and the DBE program requirements are set forth in 49 CFR Part 26 and the Disadvantaged Business Enterprises Special Contract Provisions (Attachment 8). JMAA has established a DBE contract goal of 24.00% for the Work solicited by this RFB.

6.7 JMAA will not allow any changes in a Bidder's Subcontractor's List except for good cause shown and, with respect to DBE subcontractors, satisfaction of the requirements set forth in the Disadvantaged Business Enterprises Special Contract Provisions. **(Attachment 8)**. In all cases, any changes to the Subcontractor List shall require written approval from JMAA.

6.8 **Subcontractors.** Each Bidder must provide a list of their material suppliers, proposed subcontractors, including DBE and Non-DBE subcontractors, on the Subcontractor list (Attachment 9).

6.9 The Subcontractor List must identify all significant portions of the Work allocated among both the Bidder and its proposed subcontractors, including DBEs and non-DBEs. For each DBE firm listed on the Subcontractor List-Allocation of Work, verification of the firm's DBE certification must be provided. Additionally, once the Bidder becomes JMAA's Contractor for the Work, they must execute subcontracts with those firms (DBEs and non-DBEs) list on the Subcontractor List and submit fully executed copies of the subcontracts to JMAA prior to JMAA's issuance of a Notice to Proceed.

6.10 The subcontractors shown in the Subcontractor List will be a material consideration in JMAA's determination of the lowest and best Bid.

6.11 A Bidder confirms its intent to utilize firms included on their Subcontractor list by submitting a properly completed and signed Commitment and Confirmation Form (Attachment 10) for each proposed subcontract and material supplier with its Bid. The form must be signed by the Bidder and each proposed subcontractor and/or material supplier. In the case of lower-tier subcontracting, the form must be signed and counter-signed by the parties having the direct contractual relationship.

6.12 The Bidder is required to document their good faith efforts to mee the DBE contract goal for the Work when the goal has not been met. The Bidder must submit a complete Good Faith Efforts Report (Attachment 11) and Good Faith Efforts Statement (Attachment 12) with supporting documentation including and narratives the Bidder deems appropriate evidencing its good faith efforts towards meeting the DBE Contract Goal. The documentation must be accurate and complete in every detail. The Bidder's attainment of the DBE goal or demonstration of good faith efforts will be evaluated to determine if the Bidder is responsive.

6.13 The documentation of good faith efforts must include 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.

6.14 The Bidder must submit copies of the quotes they received for each DBE firm listed on the Subcontractor List.

6.15 **Certificate of Responsibility.** The Bidder shall type or legibly write in ink it's Mississippi Certificate of Responsibility Number on the outside of the envelope or write that the bid does not exceed $50,000.00. When bidding as a joint venture and the joint venture itself does not hold a certificate of responsibility, each contractor comprising the joint venture shall place its certificate of responsibility number on the outside of the envelope containing the bid. If the joint venture itself holds a certificate of responsibility, then it shall place its certificate number only on the outside of the envelope.

If submitted electronically via email, the certificate of responsibility must be attached to the email submittal of the bid, or a statement that the bid enclosed does not exceed Fifty Thousand Dollars ($50,000.00) must be attached with the email submittal of the bid.

6.16 **Performance and Payment Bonds.** The successful bidder must deposit with JMAA a Surety Bond in sum equal to 100 percent of the amount of the contract awarded, both for the performance and the payment (Attachments 14 and 15) of all labor, materials, rental, etc. The bonding company shall furnish adequate copies of their power of attorney in conjunction with the executed bonds.

6.17 **Conflicts of Interest and Gratuities**. Each Bidder must complete, **execute and submit** a **signed certification in the form appended hereto as Attachment 16.** Failure to execute and submit said Certification will be grounds for rejection of the Bid.

6.18 **One Bid Per Bidder.** JMAA will not consider more than one Bid from any one Bidder. If JMAA has reasonable grounds to believe that a Bidder is involved (as a prime) with more than one Bid for the Work, then all Bids in which that Bidder is believed to be involved will be rejected. Any or all Bids will be rejected if there is reason to believe that collusion or other agreements in restraint of free and competitive bidding exist among the Bidders and no participant in such collusion will be considered in future Bids for the Work. Each Bidder must complete, **sign, notarize and submit** the Non-Collusion Certificate **(Attachment 5)** with its Bid.

7 **Public Opening of Bids.** JMAA will receive sealed Bids for the Work via email, mail or hand delivery at the Main Terminal Building at JAN, Suite 300, in the City of Jackson, Rankin County, Mississippi, until the Bid Deadline. **Any Bid received after the Bid Deadline will be returned to the Bidder unopened.** At the Bid Opening, JMAA will publicly open and read aloud all Bids. Bidder, Bidders authorized representatives and other interested parties are invited to be present at the Bid Opening. The opening of any Bid shall not be considered as an acceptance of such Bidder as a responsible, qualified Contractor. Totals read at the opening of the bids are not guaranteed to be correct and no final award of the contract will be made until bids and extensions have been checked and rechecked.

8 **Rejection of Proposal.**

8.1 **Irregular Proposals**. Bid Proposals shall be considered irregular for the following reasons:

8.1.1 If the proposal is on a form other than that furnished by JMAA, or if JMAA's form is altered, or if any part of the proposal form is detached.

8.1.2 If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.

8.1.3 If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.

8.1.4 If the proposal contains unit prices that are obviously unbalanced.

8.1.5 If the proposal is not accompanied by the proposal guaranty specified by JMAA.

8.1.6 If the applicable Disadvantaged Business Enterprise information is incomplete. JMAA reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

8.1.7 Additionally, any one or more of the following may be considered sufficient cause to reject a Bidder's Proposal. This list is not exhaustive, and JMAA reserves the right to reject any Proposal for any reason, at its discretion:

8.1.7.1 Evidence of collusion among Bidders;

8.1.7.2 Non-responsibility, as determined by JMAA in its sole judgement and Discretion;

8.1.7.3 Default or arrearage on any contract or obligation with JMAA or other government entity;

8.1.7.4 Submission of a Proposal that is incomplete, conditional, ambiguous, or containing alterations or irregularities of any kind;

8.1.7.5 Evidence of improper lobbying efforts toward members of JMAA's Board or Its officers or employees;

8.1.7.6 If the bidder fails to acknowledge all addenda;

8.1.7.7 If all documents have not been signed in the designated area or as required by this RFB.

JMAA EXPRESSLY RESERVES THE RIGHT TO REJECT ALL BIDS IF THE RESPONSES TO THIS REQUEST FOR BIDS EXCEED JMAA'S ESTABLISHED BUDGET FOR THIS PROJECT.

9 **Evaluation of Bid Proposal.**

9.1 Award of contract will be based on the lowest bid submitted from those bidders that are confirmed as being responsive and responsible. Only those Bids timely received, in proper form and meeting all qualifications will be considered. Upon receipt, each Proposal will be reviewed for conformance to the RFB instructions regarding organization, format, and required content. Proposals that are missing information such that a full evaluation cannot occur will be deemed nonresponsive and ineligible for further consideration.

10 **Additional Terms and Conditions.**

10.1 **Representations of Bidder.** Each Bidder shall judge for itself all conditions and circumstances relative to its Bid. Each Bidder, by submitting a Bid, represents that:

10.1.1 it has read and understands the Bid Documents (including the Contract Documents)

10.1.2 it has visited JAN and is familiar with the conditions under which the Work will be performed,

10.1.3 it accepts the conditions under which the Work will be performed,

10.1.4 it agrees to provide such other information as may be required by JMAA to evaluate its Bid prior to award of any contract, and

10.1.5 it agrees to execute the Agreement.

Failure on the part of any Bidder to make such examination and on-site inspection shall not constitute a ground for declaration by the Bidder that it did not understand any condition with respect to its Bid, the Work or the Contract Documents.

10.2 **Laws.** By submission of a Bid, Bidder represents that it is knowledgeable of, and has fully complied with, all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the Work. Bidder further represents that, in the performance of the Work, it shall comply with all "Buy American" requirements of federal and state law, including, without limitation, the requirements of 49 U.S.C. §2226a. Ignorance of any applicable laws, etc. on the part of the Bidder will in no way relieve the Bidder from its related responsibilities.

10.3 **Resident Bidder Preference Law.** In accordance with Section 31-3-21 of the Mississippi Code of 1972, as amended:

A nonresident Bidder domiciled in a state having laws granting preference to local contractors may only be awarded a public contract in the State of Mississippi on the same basis as that Bidder's state awards contracts to Mississippi contractors bidding under similar circumstances. Resident contractors actually domiciled in Mississippi have preference over nonresidents in the awarding of public contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident.

Each nonresident Bidder must submit a copy of its resident state's current bid law pertaining to that state's treatment of nonresident bidders. Any Bid submitted by a nonresident Bidder that does not include the nonresident Bidder's current state law pertaining to treatment of nonresident bidders shall be rejected and not considered for award.

As used in these Instructions to Bidders, the term "resident contractor" includes an individual that is a legal resident of the State of Mississippi, a corporation, limited liability company, partnership or other entity organized under the laws of the State of Mississippi as well as a nonresident person, firm or corporation that has been qualified to do business in this state and has maintained a permanent full-time office in the State of Mississippi for two (2) years prior submission of the Bid, and the subsidiaries and affiliates of such a person, firm or corporation.

10.4 **Disclosure of Response Contents**. All materials submitted in response to this RFB will be the property of JMAA and may be held by JMAA or returned to each respective Bidder, at JMAA's sole discretion. In preparing its Bid, each Bidder should be aware that some or all of its Bid 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.

10.5 **Additional Time.** JMAA will consider requests for additional time based on inclement weather on a case-by-case basis. No Bidder should assume that JMAA will grant additional time for inclement weather. In no event will JMAA grant additional time for any weather or weather event that does not completely prevent the Contractor from performing any Work during a particular day.

11 **Notice of Award.**

11.1 **Term.** The term for the Work will be Three Hundred Sixty-Five (365) consecutive calendar days from

the date of issuance of a Notice to Proceed by or on behalf of JMAA when provided by Neel-Schaffer (design consultant).

11.2 The Successful Bidder, as determined by JMAA, will be given written notice that it has been awarded the Work. The notice shall specify which alternates, if any, are being accepted from the Bid Proposal. Accompanying the notice will be one or more originals of the Agreement. Within **ten (10) Business Days** of the date of receipt of the notice, the successful Bidder must execute and deliver the originals of the Agreement, as supplied with the notice of award, together with the appropriate **Payment and Performance Bonds, certificates of insurance and other required documents to JMAA.** JMAA reserves the right, in its sole discretion, to amend the form of the Agreement at any time prior to execution thereof without the necessity of re-advertising or re-letting Bids. No amendment, alteration or change, as the case may be, to the Agreement shall invalidate or affect anything in the Bid Documents that is not expressly altered or affected by such amendment, alteration or change.

11.3 **Payment Bond.** At the time of execution of the Agreement, the successful Bidder shall post a **Payment Bond** in the form of **Attachment 15** in a penal sum equal to the full contract amount for the Work **signed** by the Surety's Resident Agent. JMAA, in its sole discretion, may waive the requirement of the Payment Bond if the contract amount is less than $25,000.00 and payment is to be lump sum at the completion of the Work and acceptance by JMAA.

11.4 **Performance Bond.** At the time of execution of the Agreement, the successful Bidder shall post a **Performance Bond** in the form of **Attachment 14** in a penal sum equal to the full contract amount for the Work **signed** by the Surety's Resident Agent. JMAA, in its sole discretion, may waive the requirement of the Performance Bond if the contract amount is less than $25,000.00 and payment is to be lump sum at the completion of the Work and acceptance by JMAA.

11.5 **Agreement.** The selected Bidder will be required to enter into JMAA's Standard Form of Agreement for construction projects, which is made a part hereof fully and completely as if it were attached hereto. The Standard Form of Agreement can be found at https://jmaa.com/corporate/partner-with-us/procurement/. The Agreement will contain, among other things, the promises and covenants to perform the Work 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 limits the Consultant's liability to JMAA or (ii) indemnifies the Consultant for the acts of JMAA or others.

11.6 **Liquidated Damages.** The Contractor shall commence the Work on the date specified in a Notice to Proceed issued by or on behalf of JMAA and shall achieve substantial completion of the Work not more than the consecutive calendar days identified in Number 3.1 of this RFB, following issuance of the Notice to Proceed, subject to adjustments in the Contract Time as provided in the Contract Documents. In the event Contractor fails to reach substantial completion of the Work within the time allowed, or any authorized extension of the time allowed, Contractor will be liable for agreed liquidated damages, and not as a penalty, in the amount of $500.00 per calendar day that the Work remains incomplete.

12 **Disadvantaged Business Enterprises.**

JMAA's award of the contract is conditioned upon Bidder satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder must submit the following information with its Bid proposal on the forms provided herein:

1) The names and addresses of firms that will participate in the contract.
2) A description of the work that each DBE firm will perform.
3) The dollar amount of the participation of each DBE firm participating.
4) Written documentation of the Bidder's commitment to use a BDE subcontractor whose participation is submits to meet the DBE contract goal.
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the Bidder's commitment.
6) If the contract goal is not met evidence of good faith efforts must be provided (see attachment 8). Disadvantaged Business Enterprises Special Contract Provisions, 49 CFR Part 26 and Appendix A for additional guidance on the requirement for good faith efforts.

13 **Trade Restriction Certification.**

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

13.1.1 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 as published by the Office of the United States Trade Representative (U.S.T.R.);

13.1.2 Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

13.1.3 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.

13.2 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.

13.3 The Offeror must provide immediate written notice to JMAA if the Offeror learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

13.4 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 an Offeror or subcontractor:

13.4.1 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

13.4.2 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

13.4.3 Who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.

13.4.4 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 a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

13.5 The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor 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 Offeror has knowledge that the certification is erroneous.

13.6 **Occupational Safety and Health Act of 1970.** All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

ATTACHMENT 1

BIDDER'S CHECKLIST

The following checklist is provided to help each Bidder accurately and completely submit documents required for a proper and complete Bid for the Work. JMAA does not guarantee that complying with this checklist will result in the submission of a proper and acceptable Bid. Bidder shall, at all times, refer to the Instruction for Bidders for guidance.

PART I – BID DOCUMENTS

Attachment 1 – Bidder Checklist Bidder Checklist **Signed**	☐ Yes	☐ No
Attachment 2 – Bid Proposal Form Bid Proposal **Signed** and **Notarized**?	☐ Yes	☐ No
Attachment 3 – Bid Bond		
Bid Bond in the amount of 5% of the Base Bid included?	☐ Yes	☐ No
If not, certified check in the amount of 5% of the Base Bid included?	☐ Yes	☐ No
Bid Bond **signed** by Surety's Resident Agent?	☐ Yes	☐ No
Attachment 4 – Statement of Qualifications		
Statement of Qualifications completed, **signed** and **notarized**?	☐ Yes	☐ No
If a nonresident Bidder, a copy of the Bidder's resident state bid preference law attached?	☐ Yes	☐ No
Attachment 5 – Non-Collusion Certificate Non-Collusion Certificate **signed** and **notarized**?	☐ Yes	☐ No
Attachment 6 – Debarment, Lobbying, and Non-Segregated Facilities Certificate		
Certificate Regarding Debarment, Lobbying, and Non- Segregated Facilities **signed** and **notarized**?	☐ Yes	☐ No
Attachment 7 – Buy American Preference Appropriate box checked and **signed**?	☐ Yes	☐ No
Attachment 8 – DBE Special Contract Provisions **Signed** and **dated**?	☐ Yes	☐ No
Attachment 9 - Subcontractor List		
Subcontractor List **signed** and **dated**?	☐ Yes	☐ No
Name and contact information for each subcontractor included?	☐ Yes	☐ No
Statement of whether subcontractor is a DBE or non-DBE included?	☐ Yes	☐ No
Work divided between Bidder and Bidder's subcontractors so that all work is fully assigned?	☐ Yes	☐ No
Percentage of Work to be performed by DBE Firms identified?	☐ Yes	☐ No
Copies of the quotes received for each DBE firm listed on the Subcontractor List?	☐ Yes	☐ No

Attachment 13 – Form of Agreement
Signed and **dated**? ☐ Yes ☐ No

Attachment 16 - Conflicts of Interest and Gratuities
Conflicts of Interest and Gratuities signed and dated? ☐ Yes ☐ No

Attachment 17 – Statement of Affirmations ☐ Yes ☐ No
Statement of Affirmations completed, **signed** and **dated**?

Attachment 18 – Relevant Work Experience ☐ Yes ☐ No

Attachment 19 – Procurement QA and Verification Profile Sheet ☐ Yes ☐ No

Acknowledgement of all Addendums issued for this RFB.
All Addendums **signed** and **dated**? ☐ Yes ☐ No

Sealed Bid Envelope or Container
Bidder's Name and Mississippi Certificate of Responsibility on exterior? ☐ Yes ☐ No
JMAA Project Name and Number on exterior? ☐ Yes ☐ No

PART II –DBE CERTIFICATIONS

Attachment 10 –Commitment and Confirmation Form
Commitment Form included for EACH Firm? ☐ Yes ☐ No
Commitment and Confirmation Forms **signed** by **Bidder** on Page 1 and **signed** and **dated** by **Bidder** and **Subcontractor** on Page 4? (Submit all 4 pages) ☐ Yes ☐ No
If DBE, evidence of DBE certification attached? (Copy of DBE's letter of notice from certifying agency confirming certification and/or the certificate attached to the letter) ☐ Yes ☐ No

Attachment 11 – Good Faith Efforts Report
DBE Good Faith Efforts Report completed, **signed** and **dated**? ☐ Yes ☐ No
Supporting information attached? ☐ Yes ☐ No

Attachment 12 – Good Faith Efforts Statement
DBE Good Faith Efforts Statement completed, **signed** and **dated**? ☐ Yes ☐ No
Supporting information attached? ☐ Yes ☐ No

Documentation of good faith efforts by including 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? ☐ Yes ☐ No

THE ABOVE ITEMS MUST BE INCLUDED IN BIDDER'S SEALED BID AND SUBMITTED TO JMAA BY THE BID DEADLINE.

BIDDER

_____

By: _____

Title: _____

Address: _____

_____

_____

Bidder Checklist to be signed and included with bid submittal.

ATTACHMENT 2

BID PROPOSAL FORM

In response to the Advertisement for Bids by Jackson Municipal Airport Authority ("JMAA"), the undersigned hereby submits this Bid Proposal pursuant to and in accordance with the Instructions to Bidders, which is a part of the Bid Documents for the Rehabilitate Taxiway Alpha Phase 2 and Rehabilitate Taxiway Bravo Phase 1 at the Jackson-Medgar Wiley Evers International Airport (JMAA PROJECT NO. 011-22A) (the "Work"). Terms defined in the Instructions to Bidders are used herein as therein defined unless otherwise indicated.

Pursuant to published notice by JMAA of its intent to receive Bids for the right and privilege of performing the Work, the undersigned hereby submits its Bid to perform the Work based on and subject to the terms, provisions and conditions contained in the Bid Documents, all of which documents have been read by the undersigned and to which the undersigned agrees, and further subject to the written commitments of the undersigned attached hereto.

Based upon the terms, provisions and conditions of the Bid Documents, the undersigned hereby agrees, in consideration for the Work, to accept as payment in full the following:

Base Bid Amount (amount must agree with the total amount shown on page). Bid Amount must be written in words and numbers
Dollars and Cents
$

The Bidder agrees that the Total Bid Amount stated in this Bid Proposal is based on the scope of work shown on the contract documents. In the event any Unit Price or the extension thereof is unknown or incorrect, JMAA may, at its sole discretion, declare the Bid incomplete and nonresponsive, allowing the rejection of the Bid submitted in its entirety. In the event of any discrepancy Unit Price shall determine the Bid Amount.

The Bidder attests that:

1. If awarded the contract for the Work, the Bidder will enter into subcontracts, subject to JMAA approval, with the persons and entities shown on the Subcontractor List **Attachment 9** to the Instructions to Bidders) attached to this Bid Proposal for the Work specified.

2. Bidder acknowledges that the participation of the persons and entities shown on the Subcontractor List, particularly the DBE participation, will be a material factor in JMAA's awarding the contract for the Work to the successful Bidder. The Bidder agrees that no other persons or entities will be used in substitution of the foregoing identified persons or entities without the prior, written consent of JMAA.

3. Bidder agrees it shall achieve completion of the Work (including completion or correction of any punch list items) in accordance with the time limit(s) set forth in the Contract Documents. In the event the Bidder fails to complete the Work within the scheduled time or any authorized extension thereof, there shall be deducted from the Contract Sum, as agreed liquidated damages and not as a penalty, the amount of $500.00 per calendar day for each calendar day that the Work remains incomplete beyond the specified time for completion.

4. Should JMAA award Bidder the right to perform the Work, the undersigned agrees to execute, in three (3) originals, the Agreement, and a Performance Bond and a Payment Bond in the form of **Attachment 14** and **Attachment 15**, respectively, to the Instructions to Bidders, said bonds each being in a penal sum equal to the full contract amount for the Work. The undersigned agrees to deliver such Agreement, Performance Bond, Payment Bond appropriate certificates of insurance and other required information to JMAA within fifteen (15) calendar days following receipt of written notice of the award from JMAA.

5. Accompanying this Bid is Bid Security in the form of either a Bid Bond in the form of **Attachment 3** to the Instructions to Bidders or a certified check in the amount of five percent (5%) of the amount of the Bid, payable to JMAA as liquidated damages in the event the undersigned is given notice of acceptance of its Bid and fails to execute the Agreement or fails to comply with the applicable Performance Bond, Payment Bond or other requirements, as set forth in the Instructions to Bidders or the Agreement, within fifteen (15) calendar days following receipt of written notice of the award from JMAA.

6. By execution below, **Bidder acknowledges receipt** of any and all Addenda and included Acknowledgement forms with this Bid Proposal. Bidder further certifies that it has considered all such Addenda in preparing its Bid. The undersigned acknowledges and agrees that JMAA reserves the right to reject any and all Bids, to re-advertise for Bids, and in the Bids received for any reason at any time prior to execution of the Agreement by the successful Bidder.

The Bidder affirms and agrees that the following statements are true and correct:

1. The person signing this Bid Proposal has read and understands the Bid Documents and, on behalf of the Bidder, the person signing the Bid Proposal agrees to the terms, provisions and conditions contained in the Bid Documents.

2. Before submitting this Bid Proposal, Bidder judged for itself all conditions and circumstances relative to this Bid and accepts the conditions under which the Work will be performed.

3. If this Bid Proposal contains mathematical errors or discrepancies in the extension of any Unit Price (the product of the Unit Price multiplied by the Estimated Quantity), the Unit Prices listed in the Base Bid form will control. In the event of any discrepancy between the expression of a bid amount by words or numbers, the numbers shall control.

4. JMAA, in its sole discretion, may reject any Bid submitted by a Bidder that fails to submit its Subcontractor List or other required subcontractor information with its Bid or fails to submit its Commitment and Confirmation Forms to JMAA.

5. Should JMAA award Bidder the right to perform the Work, an authorized representative of the Bidder will execute the Agreement, Bidder will tender a Performance Bond and a Payment Bond in the forms included in these Bid Documents and Bidder will otherwise provide all other required documents within the timeframe prescribed by JMAA.

6. JMAA has established a goal for DBE Work participation of **24.00%.** Bidder has made and will continue to 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 DBE Participation Contract Goal for the Work 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.

7. JMAA has the right to reject this Bid and all bids submitted for the Work. JMAA also has the right to re-advertise for Bids.

8. Before submitting this Bid, Bidder received and considered any and all Addenda in preparing its Bid.

9. **Bidder is either a "resident contractor" under Section 31-3-21 of the Mississippi Code of 1972, as amended, or has included a copy of the law of its state of residence pertaining to that state's treatment of nonresident bidders.** Bidder acknowledges that resident contractors actually domiciled in Mississippi have preference over a nonresident Bidder in the awarding of public contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident Bidder.

[SIGNATURE PAGE TO FOLLOW]

Respectfully submitted,

BIDDER:

_____
Name of Bidder
By: _____
Title: _____
Address: _____
_____
_____

ACKNOWLEDGMENT

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 _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed in the above and foregoing instrument and acknowledged that he/she/they executed the same, and that by his/her/their signature(s) on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which he/she/they acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

_____
Notary Public

My Commission Expires:

_____
[SEAL]

ATTACHMENT 3

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____, as Principal, and _____as Surety, authorized under the laws of the State of Mississippi to act as Surety on bonds for principals, are hereby held and firmly bound unto Jackson Municipal Airport Authority ("JMAA"), as Obligee, in the penal sum of _____Dollars and _____Cents ($_____), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

WHEREAS, the Principal has submitted a Bid to enter into an Agreement with JMAA for Construction and Related Services in connection with the REHABILITATE TAXIWAY ALPHA, PHASE 2 AND REHABILITATE TAXIWAY BRAVO, PHASE 1 at the Jackson-Medgar Wiley Evers International Airport (JMAA PROJECT NO. 011-22A). ("Agreement") to which Bid this Bond is attached and made a part.

NOW, THEREFORE, the condition of the above obligation is such that if the Bid shall be rejected, or if the Bid shall be accepted and the Principal shall, within ten (10) business days of tender of the Agreement by JMAA, execute and deliver the Agreement to JMAA and furnish a Performance Bond and Payment Bond, if required, and certificates for all required insurance in connection therewith, then this obligation shall be null and void, otherwise to remain in full force and effect.

THE SURETY, for value received, stipulates, and agrees that no change, extension of time, alteration, or addition to or under the requirements for submission of the Bid by Principal shall in any way affect its obligation under this Bid Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition. In the event suit is brought upon this Bond by JMAA, Surety shall pay reasonable attorneys' fees and costs incurred by JMAA in such suit.

IN WITNESS WHEREOF, the Principal and Surety have executed and delivered this instrument, this the _____day of _____, 2023. IN WITNESS WHEREOF, said Principal and Surety have executed and delivered this instrument, this, the _____ day of _____, 2023.

Principal	Surety _____
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	
_____	

The name and address of the resident agent of Surety are:

_____ _____
_____ Signature of Resident Agent
_____

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Mississippi.

ATTACHMENT 4

STATEMENT OF QUALIFICATIONS

STATE OF: _____

COUNTY OF: _____

My name is _____
(Name of person signing affidavit)

I am _____ of _____
(Title of person signing affidavit) (Name of Bidder)

_____ ("Bidder").

Bidder is submitting a bid (the "Bid") to the Jackson Municipal Airport Authority ("JMAA") for Construction and Related Services in Connection with the REHABILITATE TAXIWAY ALPHA, PHASE 2 AND REHABILITATE TAXIWAY B, PHASE 1 at the Jackson-Medgar Wiley Evers International Airport (JMAA PROJECT NO. 011-22A) (the "Work").

With full authority to do so, I hereby certify on behalf of Bidder that:

The full, correct, legal name and type of business entity of Bidder, and, if applicable, the Bidder's state of incorporation or organization are as follows:

Legal Name: _____

Type of Business Entity: _____

State of Incorporation/Organization: _____

Mississippi Certificate of Responsibility Number: _____

If selected to enter into an Agreement with JMAA for the Work, Bidder must register with the Mississippi Secretary of State to do business in the State of Mississippi and be in good standing throughout the duration of the Agreement and be eligible to obtain and retain a City of Jackson, Mississippi Business On-Location Privilege License.

If selected to enter into an Agreement with JMAA for the Work, Bidder must provide Certificates of Insurance as required in the Agreement

The street and mailing addresses for Bidder are as follows:

Street Address:	Mailing Address:
_____	_____
_____	_____
_____	_____

Telephone: _____ Facsimile: _____

The name and contact information for Bidder's representative for purposes of notice or other communications regarding the Bid and contact information for such representative is as follows:

Name: _____

Address: _____

Telephone: _____ Facsimile: _____

Email address: _____

1. Attached to this certificate is a description of the duration and extent of Bidder's experience in work similar to the Work. (Reference as Attachment 4-1.)

2. Attached to this certificate is a list, including a contact name, location and date of termination, of all contracts for work similar to the Work of Bidder or of any affiliate of Bidder (any entity controlling, controlled by or under common control with Bidder) that have been terminated either voluntarily or involuntarily prior to completion during the past five (5) years. (Reference as Attachment 4-2.)

3. Attached to this certificate is a list of any judgments or any pending or threatened lawsuits related in any way to any contracts for work similar to the Work performed or to be performed, including without limitation termination thereof, by Bidder or any wholly owned subsidiary or parent of Bidder during the past seven (7) years. (Reference as Attachment 4-3.)

4. Attached to this certificate is a list together with an explanation of the particulars of any fines levied against Bidder or any affiliate of Bidder for violations of any state or federal safety, sanitary or environmental laws (including, without limitation, any fines levied by the Occupational Safety and Health Administration or the Environmental Protection Agency). (Reference as Attachment 4-4.)

5. Attached to this certificate is a detailed description of any loan defaults by Bidder or any affiliate of Bidder. (Reference as Attachment 4-5.)

6. Attached to this certificate is a detailed description of any conviction of any state or federal criminal statute (excluding traffic violations) of any officer, director, partner, member or substantial owner (10% or more of the voting ownership interests) of Bidder. (Reference as Attachment 4-6.)

7. Attached to this certificate is a statement of the Bidder's compliance with DBE participation goals or similar requirements in other contracts and projects during the 5-year period preceding the Bid Deadline (Reference as Attachment 4-7).

Date: _____ _____
Signature

By: _____
Printed Name

Title: _____

Address: _____

_____

_____

SWORN TO BEFORE THE UNDERSIGNED AUTHORITY on the date set forth below.

Date: _____ _____
Signature

[SEAL]

_____
Printed Name

ATTACHMENT 5

NON-COLLUSION CERTIFICATE

STATE OF: _____

COUNTY OF: _____

My name is _____
(Name of person signing affidavit)

I am _____ of _____
(Title of person signing affidavit) (Name of Bidder)

_____ ("Bidder").

Bidder has prepared a bid (the "Bid") to submit to the Jackson Municipal Airport Authority ("JMAA") for Construction and Related Services Connection with the REHABILITATE TAXIWAY A, PHASE 2 AND REHABILITATE TAXIWAY B, PHASE 1 at the Jackson-Medgar Wiley Evers International Airport (JMAA PROJECT NO. 011-22A) (the "Work").

With full authority to do so, I hereby certify on behalf of myself and Bidder that:

1. I have sufficient knowledge about the preparation and contents of the Bid to make the certification set forth herein.

2. The facts contained in the Bid are true, and the Bidder's Bid is genuine and not a sham.

3. Bidder did not communicate with any other bidder or competitor for the Work to arrive at the prices submitted in the Bid.

4. Neither I, nor any officer, partner, owner, agent, representative or employee of the Bidder, has entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding for the Work.

5. Bidder has not disclosed its Bid amount/Bid Proposal to any other bidder or competitor for the Work.

6. Bidder did not influence and did not attempt to influence anyone to:

    a. Submit a false bid or sham bid for the Work.

    b. Refrain from bidding or to withdraw any submitted bid for the Work.

    c. Raise or lower a bid price submitted for the Work.

[SIGNATURE PAGE TO FOLLOW]

Respectfully submitted,

BIDDER: _____

(Name of Bidder)

Date: _____ _____

(Signature)

By: _____

(Printed Name)

Title: _____

Address _____

_____

_____

SWORN TO BEFORE THE UNDERSIGNED AUTHORITY on the date set forth below.

Date: _____ _____

(Signature)

[SEAL]

_____

(Printed Name)

ATTACHMENT 6

CERTIFICATE REGARDING DEBARMENT, LOBBYING

AND NON-SEGREGATED FACILITIES

Bidder Name: _____

The Bidder certifies, by submission of its Bid and/or execution of the Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting its Bid that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder/Contractor or any lower tier participant is unable to certify to this statement, it shall submit an explanation to the Jackson Municipal Airport Authority.

The Bidder certifies, by submission of its Bid and/or execution of the Agreement, that no Federal appropriated funds shall be paid, by or on behalf of the Bidder, 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 the making of any Federal grant and the amendment or modification of any Federal grant.

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 any Federal grant, the Bidder shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

The Bidder certifies, by submission of its Bid and/or execution of the Agreement, that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location, under Bidder's control, where segregated facilities are maintained. Bidder understands and agrees that breach of this certification is a violation of Equal Opportunity clause required by Executive Order 11246, amended.

Whoever knowingly and willfully makes any false, fictitious, or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

_____

(Name of Bidder)

By: _____

Date: _____ Title: _____

ATTACHMENT 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

ATTACHMENT 8

DISADVANTAGED BUSINESS ENTERPRISES SPECIAL CONTRACT PROVISIONS

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 Bidder 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 Work. The Contractor 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 Contractor 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 **24.00%**. 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 Contractor 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 Contractor shall make good faith efforts to maintain the level of DBE participation as established in the Contract Documents.

Each Bidder shall make good faith efforts (as such term is used in 49 CFR Part 26 and included as Appendix A) 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 Bidder has made but also the quantity 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 Bidder'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 Bidder'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 Bidder's responsiveness. JMAA will only award contracts to Bidders determined to be responsive and responsible. If a Bidder 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 Bidder made the Required good faith efforts to meet the DBE Contract goal and, if not, shall recommend that the Bidder(s) be deemed non-responsive.

If a Bidder 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 Bidder 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 Bidder(s) prior to the date bids were submitted for the Work.

D. FAILURE TO COMPLY WITH DBE REQUIREMENTS.

All Bidders and all potential subcontractors, suppliers and materialmen 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 bid; termination of the contract; a deduction from the contract funds due or to become due the contractor; 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 Bid Proposal; or failure to make good faith efforts to meet the established contract goal; failure of the Contractor to meet its commitment for DBE participation in the Work; 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 contractor 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 Bid Opening. Contractors should contact **Ms. Mary Geter**, Contract Compliance Specialist mgeter@jmaa.com **or 601-360-8610** 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 (c)(3) 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. Use the following factors in determining whether a DBE trucking company is performing a commercially useful function:

a. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.

b. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

c. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

d. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

e. The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement. If a recipient chooses this approach, it must obtain written consent from the appropriate DOT operating administration.

Example to paragraph (d)(4): DBE Firm X uses two of its own trucks on a contract. It leases two trucks from DBE Firm Y and six trucks equipped with drivers from non-DBE Firm Z. DBE credit would be awarded for the total value of transportation services provided by Firm X and Firm Y, and may also be awarded for the total value of transportation services provided by four of the six trucks provided by Firm Z. In all, full credit would be allowed for the participation of eight trucks. DBE credit could be awarded only for the fees or commissions pertaining to the remaining trucks Firm X receives as a result of the lease with Firm Z.

f. The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

Example to paragraph (f)(4): DBE Firm X uses two of its own trucks on a contract. It leases two additional trucks from non-DBE Firm Z. Firm X uses its own employees to drive the trucks leased from Firm Z. DBE credit would be awarded for the total value of the transportation services provided by all four trucks.

g. For purposes of this paragraph (d), a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

5. 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)(5), 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 (b)(2)(ii) 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 (e)(2).

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 DBE 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 §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 Bidder's participation by DBEs, all Bidders must comply with the submission requirements outlined in paragraphs 6.6 through 6.18 of the Instructions to Bidders. Failure to do so may result in a Bid 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 Contractor 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 Work, the Contractor must submit a request to subcontract to JMAA's Project Manager and JMAA's Director of Disadvantaged Business Enterprises documenting the Contractor'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 Contractor will be required to achieve the DBE participation shown in its Bid Proposal, their DBE commitment, regardless of the goal established by JMAA.

3. The Contractor shall establish a program that will effectively promote increased participation by DBEs in the performance of contracts and subcontracts. The Contractor 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 Contractor's DBE program.

4. The Contractor shall enter into subcontracts or other written agreements with all Subcontractors (DBEs and non-DBEs) identified in the Contractor's Bid Proposal for the kind and amount of Work specified.

5. The Contractor 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 Work that it appears the scheduled amount of DBE participation may not be achieved; the Contractor shall provide

evidence to JMAA's Director of Disadvantaged Business Enterprises demonstrating how the goal will be met.

7. If the Contractor 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 Contractor or any subcontractor (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 Enterprises will conduct an investigation. The Contractor, each subcontractor 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 subcontractors are met, JMAA will review the Contractor's efforts to promptly pay subcontractors for work performed in accordance with the executed subcontracts. The prime Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than five days from the receipt of each payment the prime contractor receives from JMAA. The prime Contractor agrees further to return retainage payments to each subcontractor within five days after the subcontractor'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 subcontractors.

10. The Contractor 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 Contractor on the next payment (progress or final).

11. JMAA reserves the right to withhold any payment from the Contractor 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 Contractor submits to JMAA's Director of Disadvantaged Business Enterprises a revised plan for achieving the Contractor'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 Contractor's DBE involvement during the Work, the level of effort by the Contractor in meeting or exceeding the DBE participation goal throughout the

performance of the Work. If, at the completion of the Work, the Contractor 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 Contractor shall file with JMAA a detailed list showing each DBE used on the Work, the Work performed by each DBE and the amount paid to each DBE. The list shall show the actual dollar amount paid to each DBE for the creditable Work 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 Contractor has satisfied the DBE contract goal and the extent to which DBEs were fully paid for that Work. The Contractor 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 Contractor to achieve the DBE participation to which the Contractor committed in the Agreement may result in damages being imposed on the Contractor 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 Contractor by failing to satisfy the Contractor'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 Contractor, and despite the good faith efforts made by the contractor, the final DBE contract goal was not achieved.

I. SUBSTITUTIONS OF DBE FIRMS AFTER AWARD.

1. A successful bidder must not terminate a DBE Subcontractor included as part of its Sub Contractor List submitted with the bid. This includes but is not limited to instances where a prime contractor seeks to self-perform the Work, have it performed by an affiliate or have it performed by another DBE. The Prime Contractor shall not terminate, substitute, add or replace any DBE subcontractor or change the amount of any work to be performed by any DBE subcontractor except in strict compliance with the requirements of the contract documents. In all instances, the Contractor must seek and secure the prior written consent of JMAA before terminating, substituting, adding, or replacing any subcontractor or changing their scope of work, including DBE subcontractors.

2. Contract activities shown to be performed by a DBE in the Bid Proposal shall be performed by the designated DBE or a substitute approved in advance and in writing by JMAA's Director of Disadvantaged Business Enterprises. 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-Contractor fails or refuses to execute a written contract.

b. The listed DBE Sub-Contractor 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-Contractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor.

c. The listed DBE Sub-Contractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.

d. The listed DBE Sub-Contractor becomes bankrupt, insolvent, or exhibits credit unworthiness.

e. The listed DBE Sub-Contractor 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 subcontractor is not a responsible contractor.

g. The listed DBE subcontractor 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 contractor is unable to complete its work on the contract; or

j. Other documented good cause that compels the termination of the DBE subcontractor

3. A provision stating the following will be included by JMAA in the contract to be executed by the prime:

a. That the contractor shall utilize the specific DBEs listed to perform the specified work and supply the specified materials unless the contractor obtains written consent from JMAA as provided in this section; and

b. That unless JMAA consent is provided as required by this section, the contractor 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 subcontractor, the prime contractor must give notice to the DBE subcontractor 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 contractor'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 subcontractor is terminated as provided in this section or fails to complete its work on the contract for any reason, the prime contractor must make a good faith effort to find another DBE subcontractor 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 contractor.

7. In instances prior to execution of a contract between JMAA and prime contractor and/or prime contractor and DBE subcontractor, 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 Bidder must immediately notify JMAA. If any resulting change would create a shortfall of DBE participation from that previously committed and/or approved in the bid, the Bidder 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 Bidder's request should consist of the Substitution Form (available from JMAA) and a revised Commitment and Confirmation Form (see Attachment 9). If the Bidder 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 Bidder 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 Contractor shall keep such records as are necessary for JMAA to determine compliance with the DBE contract obligations. These records shall include: the names of subcontractors, 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 Contractor 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 contractor, subcontractor, material men or suppliers.

K. REPORTING REQUIREMENTS.

The Contractor 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 Contractor 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 subcontractor activity has occurred since the last Application for Payment.

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

If the DBE goal set forth in the Contract Documents has not been met, the Contractor 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 Contractor until the reports are submitted. All payments due subcontractors which affect DBE goal attainment, including retainage, shall be paid by the Contractor before JMAA releases the contract retainage. JMAA reserves the right to conduct an audit of DBE participation prior to processing the Contractor's final payment and at any time during the performance of the Work.

L. DBE PROGRAM-RELATED CERTIFICATIONS MADE BY BIDDERS AND CONTRACTORS.

If the Bidder makes a written, express disclaimer of one or more certifications or assurances in its Bid Proposal, the Bid Proposal will be considered non-responsive. By submitting a Bid on any project involving USDOT assistance, and by entering into any contract based on that bid, the Bidder/Contractor 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 Bidder 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 Bidder further certifies that the Bidder's management personnel understand and are familiar with the requirements of these federal and local DBE Program regulations; and if the Bidder 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 Bidder certifies that the Bidder 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 Bidder agrees to ensure that certified DBE firms have a full and fair opportunity to participate in the performance of the Work. The Bidder 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 Bidder further certifies that the Bidder 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 Bidder certifies, under penalty of perjury, that if awarded this federal-aid contract, the Bidder will make good faith efforts to utilize certified DBE firms to meet JMAA's DBE participation goals. The Bidder further certifies the Bidder's understanding that the Bidder 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 Bidder 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 Bidder further certifies, under penalty of perjury, that if the Bidder is not able to meet JMAA's specified DBE contract goal, the Bidder has submitted with and as a part of its Bid, 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 Bidder understands and agrees that if awarded the contract to perform the Work, the Contractor is legally responsible to ensure that the Contractor and each DBE subcontractor and supplier, comply fully with all regulatory and contractual requirements of the USDOT DBE Program, and that each DBE firm participating in the Work fully performs the designated tasks, with the DBE's own forces and equipment, under the DBE's own direct supervision and management. The Bidder certifies, under penalty of perjury, that if it awarded the contract to perform the Work and if the USDOT or JMAA determines that the Contractor, a DBE or any other firm retained by the Contractor 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 Contractor 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 Bidder 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 Contractor 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 Contractor, and to collect that assessment from any sums due the Contractor under the Agreement, or any other contract, or by other legal process.

Name of Bidder's Authorized Agent	Signature
Title	Date

BIDDER MUST SUBMIT THIS COMPLETED FORM AS PART OF ITS BID PROPOSAL.

ATTACHMENT 9

SUBCONTRACTOR LIST

Bidder Name: _____

The subcontractors and suppliers shown on this form will be a material consideration in JMAA making an award. The persons and entities shown on this Subcontractor 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 SUBCONTRACTORS OR SUPPLIERS LISTED BELOW OR CHANGING THE AMOUNT OF WORK ASSIGNED TO ANY SUBCONTRACTOR OR SUPPLIER LISTED BELOW.

JMAA has established a goal of **24.00%** for DBE participation in the Work. Each Bidder must submit a completed Commitment and Confirmation Form for each subcontractor and DBE supplier shown on this Subcontractor List.

Name of Bidder's Authorized Agent	Signature
Title	Date

Bidder must submit this completed form as part of its Bid Proposal.

Allocation of Work.

Divide the Work of the Project between the Bidder and the subcontractors and suppliers that will perform any portion of the Work. All Work must be accounted for below.

REHABILITATE TAXIWAY A, PHASE 2 AND REHABILITATE TAXIWAY B, PHASE 1 at the Jackson-Medgar Wiley Evers International Airport (JMAA PROJECT NO. 011-22A)				
ITEM NO.	**ITEM**	**NAME OF SUBCONTRACTOR, SUPPLIER OR VENDOR**	**DBE? YES/NO**	**SUBCONTRACT/ PURCHASE AMOUNT**

PERCENT DBE PARTICIPATION: _____% (Attach additional pages as necessary)

Jackson Municipal Airport Authority
Sub-Contractor List – Identification of Sub-Contractors and Suppliers

Identification of Subcontractors and Suppliers.

Fully identify and answer each question regarding the subcontractors and suppliers proposed to perform Work on this Project.
Name of Subcontractor/Supplier: _____
_____
Contact Person: _____
Title: _____
Address: _____
_____
City/State/Zip: _____
Phone Number: _____ Fax Number: _____
Email: _____
Federal Identification Number: _____
Subcontractor/Supplier (check applicable statement):

☐ is a non-DBE.

☐ is a certified DBE (provide evidence of certification from the program indicated below)

☐ Mississippi Unified Certification Program
- ☐ Mississippi Development Authority
- ☐ City of Jackson, MS
- ☐ Small Business Administration's 8(a) Program

Will Subcontractor/Supplier perform $50,000 or more in Work? ☐ Yes ☐ No
If yes, provide the Mississippi Certificate of Responsibility Number: _____.

Age of Firm:

☐ Less than 1 year	☐ 8 – 10 years
☐ 1 – 3 years	☐ More than 10 years
☐ 4 – 7 years	

Annual Gross Receipts:

☐ Less than $500K	☐ $2 – 5 million
☐ $500K - $1 million	☐ Greater than $5 million
☐ $1 – 2 million	

Make copies of this form as needed.

ATTACHMENT 10

COMMITMENT AND CONFIRMATION FORM

REHABILITATE TAXIWAY A, PHASE 2 AND REHABILITATE TAXIWAY B, PHASE 1
at the Jackson-Medgar Wiley Evers International Airport
(JMAA PROJECT NO. 011-22A)

Bidder must submit this completed form and all documents required by this form **with their Bid**:

Name of Bidder: _____

1. **SUBCONTRACTOR COMMITMENT:**

The Bidder affirms and certifies that it had direct contact with the Subcontractor Firms listed below regarding participation in the Project.

The Bidder affirms and certifies that the information listed below is consistent with the quotes from Subcontractor Firms to perform work for the Project.

The Bidder affirms and certifies that all information contained on Bidder's Subcontractor List about Subcontractor participation is true and accurate.

The Bidder affirms and certifies that, if awarded the contract for the work of this Project, the Bidder shall award subcontracts to or enter into agreements with the Subcontractor Firms listed below.

_____ _____
Bidder's Authorized Representative (**Signature**) Title

_____
(Print Name)

CHECK ONE:

☐ **Subcontractor** ☐ **Subcontractor with Lower-Tier Subcontractors**

(Fully complete Parts I and III) *(Fully complete Parts I, II and III)*

PART I: SUBCONTRACTOR PARTICIPATION

1. **TO:** _____
(Name of Prime Contractor)

FROM: _____
(Name of Subcontractor)

2. The undersigned Subcontractor/Supplier intends to perform work with the above project as (check one):

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

3. The undersigned Subcontractor/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. Evidence of DBE certification under the MUCP must be attached to this form.*

☐ is a Non-DBE.

☐ has been certified as a DBE under the MUCP.

4. The undersigned Subcontractor/Supplier is prepared to perform the following described work 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 SUBCONTRACTOR PARTICIPATION

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

Name of Firm Receiving Lower-Tier Subcontract (List DBE and Non-DBE Firms) | **DBE (Y/N)** | **Work to Be Performed** | **Amount of Subcontract**

_____ ( ) _____ $_____
Company Name
Address:_____ TIN: _____

_____

Contact Person:_____ Telephone:_____

Insurance ☐

_____ ( ) _____ $_____
Company Name
Address:_____ TIN: _____

_____

Contact Person:_____ Telephone:_____

Insurance ☐

_____ ( ) _____ $_____
Company Name
Address:_____ TIN: _____

_____

Contact Person:_____ Telephone:_____

Insurance ☐

Total amount to be subcontracted to DBEs: $_____

Total amount to be subcontracted to non-DBEs: $_____

PART III: SIGNATURES

_____ BY:_____ PHONE:_____
(Name of Prime Contractor) (**Signature** of Authorized Representative)

DATE:_____

_____ BY:_____ PHONE:_____
(Name of Subcontractor) (**Signature** of Authorized Representative)

DATE:_____

PART IV: DBE Participation Verification

To be completed by JMAA DBE Representative:

Total DBE participation amount: $_____ Overall _____% DBE participation

Reviewed for Content and Completeness: _____
_____
DBE Representative

ATTACHMENT 11

JACKSON MUNICIPAL AIRPORT AUTHORITY
GOOD FAITH EFFORTS REPORT

PROJECT: REHABILITATE TAXIWAY A, PHASE 2 AND REHABILITATE TAXIWAY B, PHASE 1 at Jackson-Medgar Wiley Evers International Airport PROJECT/CONTRACT NUMBER: 011-22A

PRIME CONTRACTOR: _____

In addition to the Disadvantaged Business Enterprises (DBEs) listed and proposed for utilization on this contract, the following DBEs were also contacted regarding this contract. Attached is supporting information (contact reports, phone sheets, letters or emails, etc.).

FIRM NAME ADDRESS, PHONE # CONTACT PERSON	ITEM(S) OF WORK TO BE PERFORMED AND/OR MATERIALS SUPPLIED	BID AMOUNT	DATE AND METHOD OF SOLICITATION	COMMENTS/ REASONS REJECTED

FIRM NAME ADDRESS, PHONE # CONTACT PERSON	ITEM(S) OF WORK TO BE PERFORMED AND/OR MATERIALS SUPPLIED	BID AMOUNT	DATE AND METHOD OF SOLICITATION	COMMENTS/ REASONS REJECTED

(Attach additional pages as necessary)

Signature _____ Date _____

ATTACHMENT 12

JACKSON MUNICIPAL AIRPORT AUTHORITY

CONTRACTOR'S GOOD FAITH EFFORTS STATEMENT

Please indicate the good faith efforts made to utilize Disadvantaged Business Enterprises (DBEs) on this contracting opportunity.

	YES	NO
Attended the pre-bid conference held on this contract.		
Selected portions of work proposed to be performed by DBEs in order to increase the likelihood of meeting the participation goals.		
Solicited individuals by written notification at least fourteen (14) calendar days prior to bid opening to participate in the contract as subcontractor, regular dealer, manufacturer, consultant, or service agency for specific items or type of work.		
Followed up the initial solicitation of interest by contacting firms to determine whether or not said firms will submit a bid.		
Provided interested firms with adequate information regarding plans, specifications and requirements for bidding on JMAA-financed construction.		
Negotiated in good faith with firms. Firms shall not be disqualified without sound reasons based upon a thorough investigation of their capabilities.		
Made efforts to negotiate with firms for specific items of work.		
Made efforts to assist firms that requested assistance in obtaining bonding, insurance, or lines of credit required to participate in the contract.		
Advertised in general circulation media, trade association publication(s), focused media for s and areas of interest for this contract. Name of Publications(s) 1. _____ Date _____ 3. _____ Date_ _____ 2. _____ Date _____ 4. _____ Date_____		
Notified, in writing, organizations that provide assistance in the recruitment and placement of firms of the types of work, supplies or services considered on this contract. List the organizations, contractors' groups, local, state and federal disadvantaged business assistance offices and other organizations that were contacted for assistance in achieving the participation of firms on this contract. Please note the name of the person contacted and the date of contact. Organization: _Contact Person: _ Date of Contact:		

Organization:	Contact Person:		Date of Contact:		
Organization:	Contact Person:		Date of Contact:		

_____
Firm Name

_____ _____

_____
Prime Contractor's Authorized Signature Title Date

ATTACHMENT 13

FORM OF AGREEMENT

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

Name of Bidder's Authorized Agent	Signature
Title	Date

Bidder must submit this completed form as part of its Bid Proposal.

ATTACHMENT 14

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____as Principal, and _____, as Surety, authorized under the laws of the State of Mississippi to act as Surety on bonds for principals, are hereby held and firmly bound unto Jackson Municipal Airport Authority ("JMAA"), as Obligee, in the penal sum of _____Dollars _____and _____Cents ($_____), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

WHEREAS, the Principal has entered into a certain written Agreement with JMAA for Construction and Related Services the REHABILITATE TAXIWAY A, PHASE 2 AND REHABILITATE TAXIWAY B, PHASE 1 at the Jackson-Medgar Wiley Evers International Airport (JMAA PROJECT NO. 011-22A) (the "Agreement"), which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall fully and faithfully perform and shall in all respects duly and faithfully observe and perform and fulfill all the undertakings, covenants, terms, conditions and agreements in and by the Agreement during the original term of the Agreement and any extensions thereof that are granted by JMAA, with or without notice to the Surety, according to the true intent and meaning of the Agreement, and if the Principal shall promptly make payment of all taxes, licenses, assessments, contributions, damages, penalties, and interests thereon, when and as the same may lawfully be due the State of Mississippi, or any county, municipality, board, department, commission or political subdivision thereof, by reason of or directly connected with the performance of such Agreement or any part thereof, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or to the obligations thereunder, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement and/or to the obligations thereunder. In the event suit is brought upon this Bond by JMAA, Surety shall pay reasonable attorneys' fees and costs incurred by JMAA in such suit.

IN WITNESS WHEREOF, the Principal and Surety have executed and delivered this instrument, this the _____day of _____, 2023. IN WITNESS WHEREOF, said Principal and Surety have executed and delivered this instrument, this, the _____ day of _____ _____, 2023.

Principal	Surety _____
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	
_____	

The name and address of the resident agent of Surety are:

_____ _____

_____ Signature of Resident Agent

_____

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Mississippi.

ATTACHMENT 15

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____as Principal, and _____, as Surety, authorized under the laws of the State of Mississippi to act as Surety on bonds for principals, are hereby held and firmly bound unto Jackson Municipal Airport Authority ("JMAA"), as Obligee, in the penal sum of _____Dollars _____and _____Cents ($_____), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

WHEREAS, the Principal has entered into a certain written Agreement with JMAA for Construction and Related Services for the REHABILITATE TAXIWAY A, PHASE 2 AND REHABILITATE TAXIWAY B, PHASE 1 at the Jackson-Medgar Wiley Evers International Airport (JMAA PROJECT NO. 011-22A) (the "Work"), which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall fully, faithfully and promptly pay all persons supplying labor and materials used in the prosecution of the Work and shall in all respects duly and faithfully observe and perform and fulfill all the undertakings, covenants, terms, conditions, and agreements with respect to all persons supplying labor and materials for the Work during the original term of the Agreement and any extensions thereof that are granted by JMAA, with or without notice to the Surety, according to the true intent and meaning of the Agreement, and if the Principal shall promptly make payment of all taxes, licenses, assessments, contributions, damages, penalties, and interests thereon, when and as the same may lawfully be due the State of Mississippi, or any county, municipality, board, department, commission or political subdivision thereof, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or to the obligations thereunder, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement and/or to the obligations thereunder. In the event suit is brought upon this Bond by JMAA, Surety shall pay reasonable attorneys' fees and costs incurred by JMAA in such suit.

IN WITNESS WHEREOF, the Principal and Surety have executed and delivered this instrument, this the _____day of _____, 2023. IN WITNESS WHEREOF, said Principal and Surety have executed and delivered this instrument, this, the _____ day of _____ _____, 2023.

Principal	Surety _____
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____

The name and address of the resident agent of Surety are:

_____ _____

_____ Signature of Resident Agent

_____

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Mississippi.

ATTACHMENT 16

CONFLICTS OF INTEREST AND GRATUITIES

ONLY ATTACHMENT 16, EXHIBIT B IS REQUIRED WITH YOUR SUBMISSION.

CHAPTER: EXECUTIVE

POLICY TITLE: CONFLICTS OF INTEREST AND GRATUITIES

POLICY NUMBER: 1-100

ADOPTED: 10/22/15

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

REFERENCES:

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

POLICY:

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

APPLICATION:

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

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

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

Notwithstanding the foregoing, nothing in this Policy is intended to prohibit the receipt by any member of the staff of the Authority of an occasional, nominal business courtesy, such as a meal or promotional item provided by any person doing business or seeking to

do business with the Authority. However, gifts, gratuities and favors valued in excess of $25.00 (including meals) are not acceptable; nor is a cash distribution of any amount. If the value of a gift is undetermined, it should be considered unacceptable.

CERTIFICATIONS:

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

EXHIBIT 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 asappropriate:

   ☐ 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 the _____day of _____ 2003.

_____
Signature

_____
Printed Name

EXHIBIT 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 the _____ day of _____, 2003.

_____
Print Name of Entity if an Entity

_____
Signature

_____
Printed Name + Title

ATTACHMENT 17

STATEMENT OF AFFIRMATIONS

I. Terminated Contracts, Forfeiture, Bankruptcies

Regarding all contracts of the Bidder (or any subsidiary, parent or affiliate of the Bidder) for services, similar to the services sought by the RFB 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 Bidder) during the past five (5) years for work or services similar to the Services sought by this RFB;

A description, date of filing and court address for any petition in bankruptcy filed by or against the Bidder (or any wholly owned subsidiary, parent or affiliate of the Bidder) 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 RFB and provide required information, if applicable.

III. Professional Qualifications

Refer to Section 29 of the RFB 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 RFB 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.

Respectfully submitted,
RESPONDENT:

_____
Legal Name of Respondent

Date: _____ _____
Signature

_____
Printed Name of Signatory

_____
Title of Signatory

ATTACHMENT 18

JACKSON MUNICIPAL AIRPORT AUTHORITY
CONTRACTOR RELEVANT WORK EXPERIENCE

Prime Respondent Information			
Contractor Name			
Contact Name			
Client Contact Information			
Contractor Name			
Contact Name			
Address:			
Phone:		**Email Address:**	
Location of Work		**Date of Service**	
Detailed description of relevant work experience and similar scope of work			

*****Form shall be used for each relevant work experience provided.*****

ATTACHMENT 19

Jackson Municipal Airport Authority

Procurement Quality and Verification Profile Sheet

Bidder must submit this completed form and all documents required by this form **with their Bid**:

Company Profile:

Company Name: _____

Point of Contact (POC): _____

POC Email Address: _____

Phone Number: _____

Company Email: _____

Name & EIN Number on W9 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 the MS Secretary of State	
Last Filed Annual Report	
Current W9	
Bid Bond	

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:

ATTACHMENT 20

TECHNICAL SPECIFICATIONS AND DRAWINGS

See attachment