



JACKSON MUNICIPAL AIRPORT AUTHORITY

Your Connection to the World

**REQUEST FOR PROPOSAL FOR
AD HOC FENCE REPAIR
BY THE JACKSON MUNICIPAL AIRPORT AUTHORITY
PROJECT NO. 010-20
SEPTEMBER 23, 2020**

Jackson Municipal Airport Authority
100 International Drive,
Suite 300 (39208)
Post Office Box
98109 Jackson, Mississippi
39298-8109
Attention: Chad G Parker
Director of Procurement
Telephone No.: (601) 664-3516
Facsimile No.: (601) 939-3713
E-Mail: cparker@jmaa.com

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The Jackson Municipal Airport Authority (“JMAA”) is seeking electronic proposals (“Proposal”) for services related to the Ad Hoc Fence Repair Project for the Jackson-Medgar Wiley Evers International Airport and Hawkins Field Airport.

JMAA will receive electronic sealed Proposals only. All Proposals will be accepted until **Friday, October 30, 2020 at 4:00 pm (CST)** (the “Proposal Deadline”). Electronic submissions are to be submitted to Chad Parker, Director of Procurement, via email at bids@jmaa.com. JMAA will also receive hand delivered electronic Proposals up to the Proposal Deadline at JMAA’s administrative offices, Suite 300, Main Terminal Building, Jackson-Medgar Wiley Evers International Airport, 100 International Drive, Jackson, Mississippi 39208.

The following identification information must be provided with the submission: (i) Attention: Chad G Parker, Director of Procurement, (ii) Bidder’s company name, and (iii) the wording: “Ad Hoc Fence Repair, Project No. 010-20” 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, then the identification information must be marked on the outside or exterior of the bid envelope or container.

JMAA will not consider any Proposals received after the Deadline for any reason whatsoever. Information for Respondents relating to this Request for Proposals (“RFP”) is on file and open for public inspection at the offices of JMAA. The Information for Respondents contains a copy of the RFP, General Information for Respondents, Information Required from Respondents and Criteria for Selection. Interested persons may obtain a copy of the Information for Respondents from JMAA by contacting Mr. Chad Parker, JMAA’s Director of Procurement, as follows:

Jackson Municipal Airport Authority
100 International Drive, Suite 300 (39208)
Post Office Box 98109
Jackson, Mississippi 39298-8109
Attention: Chad Parker, Director of Procurement
Telephone No.: (601) 664-3516
Facsimile No.: (601) 939-3713
E-Mail: cparker@jmaa.com

or from JMAA’s website at <https://jmaa.com/corporate/partner-with-us/procurement/>

Based on the Proposals received and the scoring of each proposal, JMAA will initiate negotiations with the Respondent ranked first. If such negotiations fail to produce an agreement in form and content, satisfactory to JMAA, within a reasonable period of time, then JMAA may reject the first-ranked Respondent and follow the same process with the other Respondents, in the order of their ranking, until a Respondent agrees to and enters into an agreement satisfactory to JMAA.

JMAA will hold a Pre-Submission Conference via video conferencing on **Tuesday, October 13, 2020 at 10:00 am (CST)**. Here is the information needed to access the Pre-Submission Conference:

Link: <https://call.lifesizecloud.com/4056382>

Dial in Number: (312) 584-2401 | Extension: 4056382

Participation in the Pre-Submission Conference is highly recommended for all those interested in submitting a Proposal as a Prime Contractor for the service and persons seeking opportunities to provide the service as a Sub-Contractor. The benefits of attendance include networking opportunities between Prime Contractors and Sub-Contractors, the opportunity to be on a list of contacts that will be published to interested parties as part of the minutes from the Pre-Submission Conference, and the opportunity to receive detailed scope related information from the project owner.

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

There is no DBE participation goal for this RFP.

JACKSON MUNICIPAL AIRPORT AUTHORITY

Publications:

Advertisement Date	Media
September 23, 2020 & September 30, 2020	Rankin County News
September 23, 2020 & September 30, 2020	La Noticia MS
September 24, 2020 & October 1, 2020	The Mississippi Link
September 24, 2020 & October 1, 2020	The Jackson Advocate
September 23, 2020	MS Procurement Technical Assistance Program Website http://www.mspsc.com
September 23, 2020	Airport Minority Advisory Council (AMAC) Website https://www.amac-org.com
September 23, 2020	American Association of Airport Executives Website https://www.aaadocs.org/publications/business_opportunities
September 23, 2020	Airports Council International – North America (ACI-NA) Website https://airportscouncil.org/rfp-list
September 23, 2020	Mississippi Today (https://mississippitoday.org/)
The week of September 27, 2020 – October 3, 2020	Mississippi Press Services: The Oxford Eagle, Daily Journal, The Leland Progress, The Commercial Dispatch, The Meridian Star, Starkville Daily News, The Neshoba Democrat, Enterprise Journal, The Natchez Democrat, and The Pinebelt News.

1. PART I. GENERAL INFORMATION FOR RESPONDENTS

- 1.1. Issuer: Jackson Municipal Airport Authority. The Jackson Municipal Airport Authority (“JMAA”), a municipal airport authority organized and existing under the Mississippi Airport Authorities Law, Section 61-3-1 et seq., Mississippi Code of 1972, as amended, is the issuer of this Request for Proposal (“RFP”).
- 1.2. JMAA’s Authorized Contact. JMAA’s Contact for this RFP is Mr. Chad G Parker, Director of Procurement. Mr. Parker may be reached at (601) 664-3516 or cparker@jmaa.com.

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

- 1.3. Disadvantaged Business Enterprise, Minority Owned, Woman Owned, and Small Business Participation. There are no subcontracting opportunities due to the nature of the scope for this RFP. **Due to no DBE participation goal being established for this project, Exhibits 5, 6, 7, 8, and 9 are not required for this RFP.**
- 1.4. Purpose of RFP, Scope of Work (“SOW”). JMAA is seeking professionals that will provide services in support of the Ad Hoc Fence Repair for the Jackson-Medgar Wiley Evers International Airport (“JAN”) and Hawkins Field Airport (“HKS”) as well as all other services addressed in the **Scope of Work- Exhibit 14** of this document.
- 1.5. Joint Submissions. Proposals submitted in response to this RFP may be submitted by:
 - 1.5.1. A single Consultant;
 - 1.5.2. A Joint Venture (in which case all joint venture members will be responsible to JMAA for proper performance of the Services); or,
 - 1.5.3. A Consultant with Sub-consultants, so long as all information required by this RFP is provided for the Consultant and all Sub-consultants.
- 1.6. Selection Process. After evaluation in accordance with the criteria set forth in PART IV: CRITERIA FOR SELECTION, based on the proposals received and the scoring of each proposal, JMAA will initiate negotiations with the Respondent ranked first. If such negotiations fail to produce an agreement, in form and content, satisfactory to JMAA, within a reasonable period of time, then JMAA may reject the first-ranked Respondent. In that event JMAA will follow the same process with the other Respondents, in the order of their ranking, until a Respondent agrees to and enters into an agreement satisfactory to JMAA.
- 1.7. Presentations. JMAA reserves the right to request that Respondents make on-site presentations prior to final selection. The number of Respondents, if any, invited to present

will also be at the discretion of JMAA.

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

1.8.1. Insurance. JMAA requires Consultants to acquire and maintain, at their own expense, commercial general liability insurance of not less than \$1,000,000.00 each occurrence and \$2,000,000 aggregate for bodily injury and property damage, including coverage for blanket contractual liability, broad form property damage, personal injury and bodily injury (including illness, disease and death), and products/completed operations. Each policy shall contain a waiver of subrogation in favor of JMAA.

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

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

1.8.3. Independent Contractor. JMAA requires consultants to:

1.8.3.1. Affirm that they will at all times be regarded as an independent contractor and shall at no time act as the employee or agent of JMAA; See **Exhibit 12** for Affirmation form.

1.8.3.2. Agree that nothing contained in any Agreement shall be deemed or construed by JMAA, or any third party as creating the relationship of principal and agent, partners, employer and employee, or any other similar such relationship between JMAA and Consultant; and

1.8.3.3. Affirm that as an Independent Contractor, the Consultant shall not be entitled to participate in any employee benefit or welfare programs offered by or through JMAA including, without limitation, participation in any retirement plan, any worker's compensation insurance coverage, health insurance plan or other benefit.

1.8.4. Governing Law, Jurisdiction and Venue. Consultants shall affirm that the Agreement, and the rights and obligations of JMAA and Consultant, 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 law suit or litigation, of any type or nature, arising out of and/or regarding this Agreement. See **Exhibit**

12 for Affirmation form.

- 1.8.5. Attorneys' Fees. Consultants shall affirm that as to any action that shall be brought on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of the Agreement, the prevailing party shall be entitled to recover, as part of its costs, its actual and reasonable attorneys' fees. See **Exhibit 12** for Affirmation form.

2. PART II. GENERAL REQUIREMENTS FOR PROPOSALS

- 2.1. Deadline. The Proposal must be received by JMAA no later than **Friday, October 30, 2020 at 4:00 pm (CST)** (the "Deadline"). JMAA will deem a Proposal received after the Deadline non-responsive and will reject all late-received Proposals, without review. The opening of any Proposal does not constitute approval by JMAA of such Respondent as a suitable and qualified Respondent.
- 2.2. Pre-Submission Conference. JMAA will hold a Pre-Submission Conference via video conferencing on **Tuesday, October 13, 2020 at 10:00 am (CST)**. Here is the information needed to access the Pre-Submission Conference:

Link: <https://call.lifesizecloud.com/4056382>

Dial-in Number: (312) 584-2401 | Extension: 4056382

Attendance at the Pre-Submission Conference is highly recommended for all those interested in submitting a Proposal as a Prime Contractor for the services and those seeking opportunities to provide services as a Sub-Contractor. The benefits of attendance include networking opportunities between Prime Contractors and Sub-Contractors, the opportunity to be on a list of contacts that will be published to interested parties as part of the minutes from the Pre-Submission Conference, and the opportunity to receive detailed scope related information from the project owner.

- 2.3. Interpretation of Information and Questions & Requests for Additional Information. Each Respondent should examine the Information for Respondents carefully. All questions must be submitted in writing and delivered via email to JMAA's authorized contact (reference 1.2 of RFP). JMAA Project Name and Project Number must be listed in the subject line. Only interpretations, clarifications or corrections by Addendum issued by Chad G Parker, Director of Procurement shall be binding on JMAA and the Respondents. The deadline for submitting questions is **Tuesday, October 20, 2020 at 4:00 pm (CST)**.
- 2.4. References. Using **Exhibit 4** – Contractor Relevant Work Experience Form, Respondent shall provide the names, addresses, and telephone numbers of at least three (3) references in connection with supplying the services requested in this RFP. Each reference should include organizational name, official address, contact person, and title of contact person.
- 2.5. Copies to be Provided. Each Respondent must submit one (1) copy of its entire Proposal (including all attachments and exhibits) in digital format. The digital copy of the Proposal

shall be submitted in Adobe*.pdf (searchable) format via email to bids@jmaa.com. JMAA will also receive hand delivered electronic submissions up to the Deadline at JMAA's administrative offices, Suite 300, Main Terminal Building, Jackson-Medgar Wiley Evers International Airport, 100 International Drive, Jackson, Mississippi 39208. The hand delivered submissions shall be on a flash drive, placed in an envelope clearly marked with the Project Name, Project Number, Respondent's Company Name, and Attention: Chad G Parker, Director of Procurement.

- 2.6. Formatting and Page Limits. No Proposal may exceed 30 pages, exclusive of appendices. The Respondent's letter of transmittal, table of contents, summaries and introductions shall be included in the 30-page limit. JMAA prefers the Proposals are contained on 8.5" x 11" pages only, with all four margins being at least one inch. All text information in the main part of the Proposal must be in an easily read font. All required forms enclosed as Exhibits in this RFP and references may be included as appendices which will not be counted against the 30-page limitation. The Proposal should be prepared simply and economically and should provide a straightforward and concise description of the Respondent's proposal, including its ability to perform the Services.
- 2.7. Information to be Provided. Proposals must respond to all requirements of the RFP and be sufficient for JMAA to evaluate the qualifications and experience of the Respondent and the Respondent's ability to perform the Services. At a minimum, the information specified in PART III: INFORMATION REQUIRED FROM RESPONDENTS must be presented in the order requested. The information provided in the Proposal must be complete and accurate, and the Proposal must be sworn to (before a notary public) by an officer, partner or member of the Respondent authorized to bind the Respondent.
- 2.8. Acknowledgement of Addenda. Each Respondent must acknowledge receipt of any Addendum to this RFP. Respondent shall do this by including with its Proposal a properly executed Acknowledgment of Receipt of Addendum in the form that accompanies such Addendum, if any.
- 2.9. Statement Must Be Signed. Each Respondent must manually sign and have notarized at least one copy of its Proposal by submitting an Identification of Respondent form attached as **Exhibit 2**.
- 2.10. Representations of Respondent. Each Respondent, by submitting a Proposal, represents that:
 - 2.10.1. it read and understands the Information for Respondents;
 - 2.10.2. is familiar with the conditions under and the purpose for which the Services will be performed;
 - 2.10.3. has all professional qualifications, licenses, certifications and registrations necessary to perform the Services and is knowledgeable of and has fully complied with them; and

- 2.10.4. if selected by JMAA, will fully comply with all federal, state and local laws, ordinances, rules and regulations that apply to the Services and Respondent's performance of them.
- 2.11. Investigations. JMAA reserves the right to make any and all investigations, as it deems necessary to establish the competency of any Respondent to perform the Services.
- 2.12. Rejection of Proposals. JMAA reserves the right, in its sole discretion, to reject any and all Proposals and to waive any technicality, informality or irregularity in any Proposals received, for any reason, at any time prior to entering into a contract to perform the Services. Without limiting the foregoing, JMAA specifically reserves the right to reject a Proposal which is incomplete or irregular in any manner.
- 2.13. Agreement. The selected Respondent will be required to enter into JMAA's standard form agreement, **Exhibit 11**. The Agreement will contain, among other things, an agreement to perform the Services in accordance with standards of the industry, provisions required by applicable law and such other terms and conditions, as JMAA deems appropriate. In no event will the Agreement contain any provision which (i) limits the Consultant's liability to JMAA or (ii) indemnifies the Consultant for the acts of JMAA or others.
- 2.14. Compensation. JMAA will select a Respondent based on the overall evaluation criteria identified in Part IV. Respondents must submit a proposed cost on **Exhibit 15**.
- 2.15. Costs Incurred by Respondents Prior to Execution of an Agreement. JMAA will not be responsible for any costs incurred by any Respondent in preparation of its Proposal. Further, JMAA will not be responsible for any costs incurred by the selected Respondent under any agreement prior to the effective date of the Agreement.
- 2.16. Disclosure of Response Contents. All materials submitted in response to this RFP will be the property of JMAA and may be held by JMAA or returned to each respective Respondent, at JMAA's sole discretion. In preparing its Proposal, each Respondent should be aware that some or all of its Proposal may be subject to public inspection and/or reproduction under the Mississippi Public Records Law, § 25-61-1 et seq., Mississippi Code of 1972, as amended.
- 2.17. Nondiscrimination. By submitting a Proposal, each Respondent agrees that it understands that JMAA is an equal opportunity employer. It is the policy of JMAA to comply with all applicable portions of Title VI of the Civil Rights Act of 1964, as amended; Executive Order 11246, as amended and as supplemented by Department of Labor Regulations (41 CFR Part 60), and 49 CFR Part 21, as amended, which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, or disability. The Agreement will require that the Respondent (and all 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.

- 2.18. Disadvantaged Business Enterprise, Minority Owned, Woman Owned, and Small Business Participation. It is the policy of JMAA that maximum opportunity to participate in performance of the Services is provided to all certified firms. See **Exhibit 5** for JMAA's Guidelines for DBE Participation and Required Contract Provisions. **Due to no DBE participation goal being established for this project, Exhibit 5 is not required for this RFP.**
- 2.19. Fair Labor Standards Act. All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

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

3. PART III. INFORMATION REQUIRED FROM RESPONDENTS

- 3.1. Required Information. To be selected, a Proposal must demonstrate that the Respondent is highly qualified by expertise and experience to perform the Services. A Proposal should emphasize the Respondent's qualifications and experience regarding all aspects of the Services. At a minimum, all of the following information **MUST** be furnished by each Respondent, as part of its Proposal. The information provided must be complete and accurate. Any omission, inaccuracy, or misstatement may be cause for rejection of the Proposal.

3.2. Identification of Respondent.

3.2.1. Cover Letter.

- 3.2.2. Full, correct, legal name and type of business entity of the Respondent, and, if applicable, the Respondent's state of incorporation or organization. (NOTE: the Respondent awarded the Services, if a corporation, limited partnership or limited liability company, will be required to be authorized by the Mississippi Secretary of State to do business in the State of Mississippi and be in good standing at all times

while performing the Services.)

3.2.3. Street and Mailing address of the Respondent.

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

3.2.5. If the address of the Respondent or name of the Respondent's representative, for purposes of notice or other communications regarding the Agreement will be different from the above, such other address or name must be provided.

3.2.6. Telephone and facsimile numbers, and email address for the Respondent and, if different, for the Respondent's representative regarding the Proposal and the Agreement.

3.2.7. Name, titles and business address of each director, senior officer and any shareholder, partner or member having, owning or controlling 10% or more ownership interest in the Respondent.

3.3. Organizational Summary. An organizational summary of the Respondent to include the following:

3.3.1. A description of the Respondent's organization, including addresses of all central, branch or satellite offices; the number of employees; all major divisions and areas of expertise;

3.3.2. A description of the key personnel the Respondent will utilize to perform the Services, including education, professional qualifications, and length of service, special expertise, and experience of the key personnel.

3.4. Licenses. Before execution of an Agreement with JMAA, Respondent must be registered to do business in the State of Mississippi as required by the Mississippi Secretary of State and obtain and maintain a City of Jackson Business Privilege License.

3.5. Experience. Each Respondent must include, with this proposal, examples of work product from not less than three (3) projects similar in scope as described in the Scope of Work in this RFP, where the proposed key personnel have had direct involvement.

3.6. DBE Participation. **Due to no DBE participation goal being established for this project, Exhibits 6, 7, 8, and 9 are not required for this RFP.**

3.6.1. Each Respondent must complete and submit a DBE Utilization Plan in the format provided in **Exhibit 6** as part of its Proposal.

3.6.2. Each Respondent must complete, sign, and submit a DBE Good Faith Efforts Certification in the form provided in **Exhibit 7**, as part of its Proposal.

- 3.6.3. Each Respondent must complete, sign, and submit a DBE Good Faith Efforts Statement in the form provided in **Exhibit 8**, as part of its Proposal.
- 3.6.4. In addition, each Respondent must complete and submit a DBE Project Participation Statement as provided in **Exhibit 9**, certifying that it has met all DBE goals or requirements in other projects during the preceding five-year period as applicable.
- 3.7. Terminated Contracts, Forfeiture, Bankruptcies, Etc., State the following by completing **Exhibit 12**:
- 3.7.1. Regarding all contracts of the Respondent (or any subsidiary, parent or affiliate of the Respondent) for services, similar to the Services sought by the RFP that were terminated, either voluntarily or involuntarily, prior to the expiration of their respective terms during the past five (5) years: the name, location and address of the other party(ies) to said contracts, if any, and the date(s) of termination;
- 3.7.2. Regarding any forfeited or canceled sureties or bonds within the past five (5) years, the name and address of the surety and date of the forfeiture or cancellation;
- 3.7.3. A detailed description of any judgments and any pending or threatened lawsuits involving Respondent (or any wholly-owned subsidiary, parent or affiliate of the Respondent) during the past five (5) years for work or services similar to the Services sought by this RFP;
- 3.7.4. A description, date of filing and court address for any petition in bankruptcy filed by or against the Respondent (or any wholly owned subsidiary, parent or affiliate of the Respondent) during the past five (5) years.
- 3.8. Staffing. Respondent shall affirm and provide supporting evidence that the Respondent's organization is sufficiently staffed and capable to properly and fully perform the Services.
- 3.9. Expertise and Special Knowledge. In the event certain features of the Services are of such complexity and nature as to require specialized or expert assistance, Respondent shall affirm that the Respondent's organization or team is sufficiently staffed with such specialists. However, if it will be necessary to associate with others to provide the specialized or expert assistance, a full description and identification of the person(s)/entity(ies) that will be associated and a description of the work she/he/it will perform shall be provided.
- 3.10. Insurance Requirements for Contract Award.
- 3.10.1. JMAA requires Consultants to maintain, at its own expense, insurance in accordance with the following throughout the term of an agreement:
- 3.10.1.1. Professional liability insurance in an amount of \$1,000,000.00 per claim;

- 3.10.1.2. Commercial General Liability Insurance in an amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, including coverage for blanket contractual liability, broad form property damage, personal and bodily injury, and products/completed operations;
- 3.10.1.3. If any vehicles will be operated at or as part of the Services, Comprehensive automobile liability insurance, including hired and non- owned vehicles, with a combined single limit of not less than \$1,000,000.00, covering bodily injury and property damage; and
- 3.10.1.4. Workers' Compensation Insurance in such amounts as may be required pursuant to the Mississippi Workers' Compensation Act and Employers Liability Insurance with limits of \$500,000.00 each disease, disease aggregate and each accident.
- 3.10.2. All insurance policies required shall be issued by a solvent insurance company or companies admitted or licensed to write such insurance in Mississippi; shall name JMAA as an additional insured; and shall contain a waiver of subrogation in favor of JMAA.
- 3.10.3. Without limiting the foregoing, Consultant's policy or policies of insurance required hereunder shall contain blanket contractual insurance coverage so as to protect JMAA's interests. Each policy requires at least thirty (30) days prior written notice to JMAA before modification or termination and shall contain a waiver of subrogation in favor of JMAA.
- 3.10.4. Consultant shall be responsible for all deductibles and for any inadequacy or absence of coverage. Consultant shall bear all costs and losses attributable to such deductibles and to coverage limitations. Consultant shall have no claim or recourse against JMAA for any costs or loss attributable to such deductibles or to coverage limitations, exclusions or unavailability.
- 3.10.5. Consultant shall deliver certificates evidencing the insurance required hereunder promptly upon execution of an agreement and at such other times upon JMAA's request.
- 3.11. Independent Consultant. Respondent shall affirm that (**Exhibit 12**):
 - 3.11.1. at all times it will be regarded as an independent Consultant and shall at no time act as the employee or agent of JMAA;
 - 3.11.2. nothing contained in any Agreement shall be deemed or construed by JMAA, Respondent or any third party as creating the relationship of principal and agent, partners, employer and employee, or any other similar such relationship between JMAA and Respondent; and

- 3.11.3. it shall not be entitled to participate in any employee benefit or welfare programs offered by or through JMAA including, without limitation, participation in any retirement plan, any workers compensation insurance coverage, health insurance plan or other benefit.
- 3.12. Governing Law, Jurisdiction and Venue. Respondent shall affirm that this Agreement, and the rights and obligations of JMAA and Respondent hereunder, shall be governed by and construed in accordance with the laws of the State of Mississippi, without regard to the principles of conflict of law, and venue shall be solely in a Mississippi state court of competent jurisdiction for any law suit or litigation, of any type or nature, arising out of and/or regarding this Agreement. (**Exhibit 12**)
- 3.13. Attorneys' Fees. Respondent shall affirm that as to any action that shall be brought on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Agreement, the prevailing party shall be entitled to recover, as part of its costs, its actual and reasonable attorneys' fees.
- 3.14. Subconsultant Commitment and Confirmation. Should a Respondent use a subconsultant, then the Respondent must complete and submit a Subconsultant Commitment and Confirmation form as provided in **Exhibit 10**, as part of its Proposal. The form must be signed by the Respondent and each subconsultant (DBE and Non-DBE) proposed for utilization as part of the Services.
- 3.15. Other Information. Any other information the Respondent wishes to submit to JMAA for consideration in evaluating the Respondent's Proposal.

4. Part IV - CRITERIA FOR SELECTION

- 4.1. All submissions per Part II, GENERAL REQUIREMENTS FOR PROPOSALS, received before the Deadline will be reviewed and evaluated by JMAA.
- 4.1.1. Respondents will be selected by JMAA in priority order for negotiation of the Agreement, based on JMAA's determination, in its sole discretion, as to the Respondent best qualified to perform the Services.
- 4.1.2. Responses shall be evaluated according to the criteria listed in Table 1 below:
- 4.2. Criteria. All Proposals received before the Deadline will be reviewed and evaluated by JMAA. Respondents will be selected by JMAA in priority order for negotiation of the Agreement, based on JMAA's determination, in its sole discretion, as to the Respondent best qualified to perform the Services. Responses shall be evaluated according to the criteria listed below, in order of importance, from highest to lowest with maximum points to be awarded listed.

Table 1

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

EXHIBIT 1



JMAA Intent to Respond Form

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

Company Name: _____

Address: _____

City, State, Zip: _____

Project Name _____

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

☐ Certified Disadvantaged Business Enterprise
☐ SBA8A

☐ Minority/Women Business Enterprise
☐ Non-DBE

Do you plan to provide a submission (please check one)?

☐ Yes

☐ No

If No, please state the reason(s)

Point of Contact

Signature: _____

Point of Contact

Printed Name: _____

Title: _____

Phone Number: _____

Email Address: _____

Date: _____

Please return this form to Chad Parker at cparker@jmaa.com by **Tuesday, October 20, 2020 at 4:00 pm (CST)**.

EXHIBIT 2

IDENTIFICATION OF RESPONDENT

1. Respondent's full legal name is: _____

2. Respondent is (mark one):

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

Respondent is registered in the State of _____.

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

Street Address

Mailing Address

_____	_____
_____	_____
_____	_____
_____	_____

4. Respondent's representative regarding this Proposal is: _____

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

Telephone number: _____

Facsimile number: _____

E-mail address: _____

6. Affirmations:

☐ I affirm that if selected for the Services in this Request for Proposal, the insurance requirements established in Part III, Information Required from Respondents, Section 3.10 will be met, and Certificates of Insurance shall be provided to JMAA with JMAA listed as additional insured prior to execution of an Agreement.

☐ I affirm that if selected for the Services in this Request for Proposal, I or my company will register to conduct business with the Mississippi Secretary of State as established in Part III, Information Required from Respondents, Section 3.4 prior to execution of an Agreement.

☐ I affirm that if selected for the Services in this Request for Proposal, I or my company will obtain a City of Jackson Mississippi Business Privilege License as established in Part III, Information Required from Respondents, Section 3.4 prior to execution of an Agreement.

The undersigned hereby represents everything in this Proposal is true, correct and complete.

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

Respectfully submitted,

RESPONDENT:

Printed Name of Signatory

Legal Name of Respondent

Title of Signatory

Signature

Date

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this _____ day of _____, 2020, within my jurisdiction, the within named _____ (Name), who acknowledged that he/she is _____ (Title) of _____ (Company Name), and that for and on behalf of said Company, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said Company so to do.

Notary Public

My Commission Expires:

[S E A L]

EXHIBIT 3

JACKSON MUNICIPAL AIRPORT AUTHORITY POLICIES AND PROCEDURES

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 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 _____, 20_____.

Print Name of Entity, if an Entity

Signature

Printed Name and Title

EXHIBIT 4

JACKSON MUNICIPAL AIRPORT AUTHORITY RELEVANT WORK EXPERIENCE

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

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

EXHIBIT 5 – NOT REQUIRED FOR THIS PROJECT

JACKSON MUNICIPAL AIRPORT AUTHORITY GUIDELINES FOR DBE PARTICIPATION AND REQUIRED CONTRACT PROVISIONS

A. DBE PARTICIPATION.

It is the policy of the Jackson Municipal Airport Authority (JMAA) that Disadvantaged Business Enterprises (DBEs) shall have maximum meaningful opportunity to participate in the performance of contracts let by JMAA. For the purpose of this document, firms certified as Disadvantaged Business Enterprises ("DBEs") by the Mississippi Unified Certification Program ("MUCP") i.e. Jackson Municipal Airport Authority ("JMAA") and the Mississippi Department of Transportation ("MDOT"); firms certified as Minority Owned Businesses or Female Owned Businesses by the City of Jackson; firms certified as Minority Owned or Woman Owned Businesses by the Mississippi Development Authority ("MDA"); or firms certified by the United States Small Business Administration ("SBA") under their 8(a) program shall be collectively referred to as Disadvantaged Business Enterprises. All Disadvantaged Business Enterprises must be located within the Jackson Metropolitan Area i.e. the City of Jackson and/or the Counties of Hinds, Rankin, and Madison in order to count towards the contract goal.

A listing of the firms certified by the MUCP, City of Jackson and the SBA 8(a) may be found on the JMAA website at www.jmaa.com. The Mississippi Development Authority maintains a searchable database of certified firms at www.mississippi.org.

These lists 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.

A firm certified subsequent to the printing of monthly updates to these lists may be counted toward a project's DBE goal, but only if its certification is active at the time of the Bid Opening.

Respondents should contact Bryan Gleason, JMAA's Director of Disadvantaged Business Enterprise (601-966-4776) to verify the current status of a firm's certification.

B. DBE GOALS.

There is no DBE goal on this project. 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.

C. NONDISCRIMINATION.

1. Each Respondent agrees to take all reasonable steps necessary to ensure that DBEs have maximum meaningful opportunity to compete for and participate in the

performance of the Work. The Consultant shall not discriminate based on race, color, national origin or sex in the award and performance of contracts financed in whole or in part by JMAA and the U.S. Department of Transportation. The Consultant shall utilize the services of banks in the community, which are owned and controlled by socially and economically disadvantaged individuals when feasible and beneficial.

2. The Consultant, sub recipient or Sub-Consultant shall not discriminate based on race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant 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.

D. FAILURE TO COMPLY WITH DBE REQUIREMENTS.

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

Failure to comply with the DBE requirements shall include but not be limited to: failure to submit any required documents and certifications with the Proposal; failure of the Consultant to meet its commitment for DBE participation in the Services; and failure to maximize opportunities for DBEs.

E. DEFINITIONS; CONVENTIONS AND CONCEPTS.

1. 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 30% 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.

F. COUNTING DBE PARTICIPATION TOWARD DBE GOALS.

JMAA will credit DBE participation toward attainment of JMAA's contract goal based on total Sub-Consultant prices agreed to between the Consultant and DBE Sub-Consultant for the contract items or portions of items being sublet as reflected on the Consultant's approved Sub-Consultant list and the following criteria.

1. The total value of contracts awarded for construction and related services to an eligible DBE is counted toward the DBE goal provided the DBE performs a commercially useful function. A commercially useful function is performed when a DBE is responsible for the execution of a distinct element of work by actually managing, supervising and performing the work in accordance with standard industry practices except when such practices are inconsistent with 49 CFR Part 26 and when the DBE receives due compensation as agreed upon for the work performed.
2. When a DBE performs as a participant in a joint venture, 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 can be counted toward DBE goals.
 - i. The joint venture agreement must include a detailed breakdown of the following:
 1. Contract responsibility of the DBE for specific items of work.
 2. Capital participation by the DBE
 3. Specific equipment to be provided to the joint venture by the DBE.
 4. Specific responsibilities of the DBE in the control of the joint venture.
 5. Specific manpower and skills to be provided to the joint venture by the DBE.
 6. Percentage distribution to the DBE of the projected profit or loss incurred by the joint venture.
 7. The DBE must finance a portion of the cost of any Proposal, payment, performance or other project bonds equal to its participation in the joint venture.
 - ii. If a joint venture agreement is submitted to JMAA not less than ten (10) Business Days prior to the Deadline for submission of Proposals, JMAA will review the joint venture agreement in an effort to provide guidance to the joint venture on whether, and to what extent, the activities of the joint

venture may be credited against DBE goals.

- iii. JMAA encourages formation of joint ventures as a means of building capacity in the DBE consulting community.
3. A Consultant may count toward the DBE goal only materials and supplies expenditures obtained from DBE suppliers and manufacturers in accordance with the following:
- i. If the materials or supplies are obtained from a DBE manufacturer, 100% of the cost of the materials or supplies may be counted toward the DBE goals.
 - ii. 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.
 - iii. If the materials or supplies are purchased from a DBE regular dealer, 60% of the cost of the materials or supplies may be counted toward the DBE goal.
 - iv. 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 Consultant required under the Contract Documents are brought, 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 if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealer's own distribution equipment shall be on a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
 3. Packagers, brokers, manufacturer representatives, or other persons who arrange or expedite transactions are not regular dealers.
 4. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, the entire amount of fees or commissions charged for assistance in the procurement of

the materials and supplies, or fees or transportation charges for delivery of materials or supplies required on a job-site, may be counted toward DBE goals, provided, the fees are found to be reasonable and not excessive as compared with fees customarily allowed for similar services. No portion of the costs of the materials and supplies themselves can be counted toward DBE goals, however, under the following circumstances:

- a. If a firm is not currently certified as a DBE in accordance with the standards at the time of the execution of the contract;
- b. The value of work performed under a contract with a firm after it has ceased to be certified toward the overall goal;
- c. Until the amount being counted toward DBE participation has actually been paid to the DBE.
- d. The DBE has assigned or leased portions of its supply, manufacturing, product or service agreement without the written approval of JMAA's Director of Disadvantaged Business Enterprise and Community Development.

G. AWARD DOCUMENTATION AND PROCEDURE

1. To demonstrate the Respondent's participation by DBEs, all Respondents must submit the DBE Utilization Plan (**Exhibit 6**), as described in sub-paragraph (a) below as part of their Statement of Qualifications. Failure to do so may result in a Statement of Qualifications being determined to be non-responsive.
 - i. A complete list of Sub-Consultant as part of the Proposal, with all required information and attachments. For each DBE firm listed on the DBE Utilization Plan, verification of the firm's DBE certification must be provided. More specifically, the name of the certifying agency, the date of the firm's most recent certification and the firm's certification number must be included. The Consultant must execute a contract with each Sub-consultant (DBE and Non-DBE) listed on the DBE Utilization Plan and submit copies of subcontracts to JMAA's Procurement Department prior to issuance of a Notice to Proceed by JMAA.
 - ii. The Subconsultant Commitment and Confirmation Form is included in the Request for Proposals as **Exhibit 10**. The Respondent must affirm and certify their Subconsultant Commitment by signing the first page of the Subconsultant Commitment and Confirmation Form. The Respondent must also confirm its intent to enter in a subcontract with the Subconsultant firm if the Respondent is awarded the contract. The Subconsultant firm must, in

turn, commit to perform the Work, in the amounts and for the prices listed on the Commitment and Confirmation Form. The Respondent and their Subconsultant must sign Part III of the Subconsultant Commitment and Confirmation Form.

- iii. Prior to award of the Agreement the Consultant shall provide to JMAA's Director of Disadvantaged Business Enterprise and Community Development and JMAA's Project Manager, itemized pricing quotes from each of the Sub-Consultants and material suppliers named on the DBE Utilization Plan. The level of detail shall be consistent with the detail in the Contract Documents.

H. POST AWARD COMPLIANCE:

1. When the Agreement is awarded on DBE participation in excess of the original stated goal, the Consultant will be required to achieve the DBE participation shown in its Proposal regardless of the goal established by JMAA.
2. The Consultant shall establish a program that will effectively promote increased participation by DBEs in the performance of contracts and subcontracts. The Consultant shall also designate and make known to JMAA's Project Manager and JMAA's Director of Disadvantaged Business Enterprise and Community Development a liaison officer who will be responsible for the administration of the Consultant's DBE program.
3. The Consultant shall enter into subcontracts or other written agreements with all Sub- Consultants (DBEs and non-DBEs) identified in the Consultant's Proposal for the kind and amount of Work specified.
4. The Consultant shall keep each DBE informed of the project progress schedule and allow each DBE adequate time to schedule work, stockpile materials, and otherwise prepare for the subcontract Work.
5. At any point during the performance of the Work that it appears the scheduled amount of DBE participation may not be achieved, the Consultant shall provide evidence to JMAA's Director of Disadvantaged Business Enterprise and Community Development demonstrating how the goal will be met.
6. If the Consultant fails to demonstrate to JMAA's satisfaction that it failed to achieve the scheduled DBE participation due to reasons such as quantitative under-runs or elimination of items contracted to DBEs , JMAA may withhold an amount equal to the difference between the DBE goal and the actual DBE participation achieved as damages.
7. When JMAA has reason to believe the Consultant or any Sub-Consultant (including any DBE) may not be operating in compliance with these requirements through

"fronting," brokering, not providing a commercially useful function or for other reasons, JMAA's Director of Disadvantaged Business Enterprise and Community Development will conduct an investigation. The Consultant, each Sub-Consultant 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 Enterprise and Community Development will notify such person or entity in writing as to the specific instances or matters found to be in noncompliance.

8. To ensure that the obligations under subcontracts awarded to Sub-Consultants are met, JMAA will review the Consultant's efforts to promptly pay Sub-Consultants for work performed in accordance with the executed subcontracts. The Consultant shall pay Sub-Consultants, including DBEs, their respective subcontract amount within five (5) calendar days after the Consultant receives payment from JMAA for the items performed by the Sub-Consultants. The Consultant shall provide the DBE with a full accounting to include quantities paid and deductions made from the DBE's partial payment at the time payment is made. Failure to do so without cause may result in an equal amount being withheld from the Consultant on the next payment (progress or final).
9. JMAA reserves the right to withhold any payment from the Consultant if JMAA determines that a DBE is not performing a commercially useful function or that achievement of the goal is in question. Payment may be withheld in the amount of the DBE goal that is in question until either (i) the Consultant submits to JMAA's Director of Disadvantaged Business Enterprise and Community Development a revised plan for achieving the Consultant's goal and the plan is approved by JMAA, or (ii) the DBE goal amount in question has been met.
10. JMAA's Director of Disadvantaged Business Enterprise and Community Development will monitor the Consultant's DBE involvement during the Work, the level of effort by the Consultant in meeting or exceeding the DBE participation goal throughout the performance of the Work. If, at the completion of the Work, the Consultant has failed to meet JMAA's DBE participation goal 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.
11. Prior to final payment by JMAA, the Consultant 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 Consultant has satisfied the DBE contract goal and the extent to which DBEs were fully paid for that Work. The Consultant acknowledges that the information is supplied to obtain payment from JMAA which includes federal assistance from the USDOT.

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

I. SUBSTITUTIONS OF DBE FIRMS AFTER AWARD.

1. The Sub-Consultants shown in the successful Respondent's Sub-Consultant List will be a material consideration in JMAA making an award. The Consultant shall not terminate, substitute, add or replace any Sub-Consultant or change the amount of any Work to be performed by any Sub-Consultant except in strict compliance with the requirements of the Contract Documents, including these provisions relating to DBE participation. In all instances the Consultant must seek and secure the prior written consent of JMAA before terminating, substituting, adding or replacing any Sub-Consultant or changing their scope of work.
2. Contract activities shown to be performed by a DBE in the Proposal shall be performed by the designated DBE or a substitute approved in advance and in writing by JMAA's Director of Disadvantaged Business Enterprise and Community Development. Substitution of DBEs will only be allowed for good cause. For purposes of this paragraph, good cause includes the following circumstances:
 - i. The listed DBE Sub-Consultant fails or refuses to execute a written contract;
 - ii. The listed DBE Sub-Consultant fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE Sub-Consultant to perform its work on the subcontract results from the bad faith or discriminatory action of the prime Consultant;
 - iii. The listed DBE Sub-Consultant fails or refuses to meet the prime Consultant's reasonable, nondiscriminatory bond requirements;
 - iv. The listed DBE Sub-Consultant becomes bankrupt, insolvent, or exhibits credit unworthiness;
 - v. The listed DBE Sub-Consultant is ineligible to work on public works projects

because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law;

- vi. It has been determined by JMAA, that the listed DBE Sub-Consultant is not a responsible Consultant;
 - vii. The listed DBE Sub-Consultant voluntarily withdraws from the project and provides written notice of its withdrawal;
 - viii. The listed DBE is ineligible to receive DBE credit for the type of work required;
 - ix. A DBE owner dies or becomes disabled with the result that the listed DBE Consultant is unable to complete its work on the contract;
3. The Consultant must include in each prime contract a provision stating:
- i. That the Consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Consultant obtains written consent from JMAA as provided in this paragraph; and
 - ii. That, unless JMAA consent is provided under this paragraph, the Consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.
4. Under no circumstances will the successful Respondent be allowed to perform work originally designated to be performed by a DBE in the successful Respondent's Proposal without prior written approval from JMAA's Director of Disadvantaged Business Enterprise and Community Development.
5. When a listed DBE is unwilling or unable to perform the items of work specified in the successful Respondent's Proposal, the Respondent shall immediately notify JMAA. If a requested change would result in a shortfall of DBE participation (from the higher of JMAA's goal or the Respondent's commitment), the Respondent shall immediately take steps to obtain another certified DBE to perform an equal amount of allowable credit work or make documented good faith efforts to do so. The new DBE's name and designated work shall be submitted to JMAA's Director of Disadvantaged Business Enterprise and Community Development for approval. The Respondent's request should consist of the Substitution Form (available from JMAA) and a revised Subconsultant Commitment and Confirmation Form (see **Exhibit 10**). If the Respondent is unable to replace a DBE with another DBE for the applicable item, a good faith effort shall be made to subcontract other items to DBEs for the purpose of meeting the goal. JMAA will determine if the Respondent made an acceptable good faith effort in awarding work to DBE firms. JMAA may allow an adjustment of the goal as may be appropriate, depending on individual project circumstances.

J. RECORD KEEPING REQUIREMENTS:

The Consultant shall keep such records as are necessary for JMAA to determine compliance with the DBE contract obligations. These records shall include the names of Sub-Consultant, including DBEs; copies of all subcontracts; the type of work being performed; documentation such as canceled checks and paid invoices verifying payment for work, services, materials, supplies and equipment; and documentation of correspondence, oral contacts, telephone calls, and other efforts to obtain services of DBEs. When requested, the Consultant shall submit copies of all subcontracts and other to JMAA's Director of Disadvantaged Business Enterprise and Community Development. JMAA reserves the right to investigate, monitor and/or review actions, statements, and documents submitted by any Consultant or Sub-Consultant.

K. REPORTING REQUIREMENTS.

The Consultant shall submit monthly reports on DBE participation to JMAA's Project Manager and JMAA's Director of Disadvantaged Business Enterprise and Community Development. With each Application for Payment, the Consultant shall submit the Record of Payments to Sub-Consultant (available from JMAA) to JMAA's Project Manager and JMAA's Director of Disadvantaged Business Enterprise and Community Development 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 or not Sub-Consultant activity has occurred since the last Application for Payment.

Upon completion of the Work, and as a condition to final payment, the Consultant shall submit the Final Record of Payments Report to JMAA's Project Manager and JMAA's Director of Disadvantaged Business Enterprise and Community Development detailing all Sub-Consultant and vendor payments. When the actual amount paid to a Sub-Consultant or vendor is less than the amount indicated in the Agreement, the Consultant must provide a complete explanation of the difference.

L. DBE PROGRAM-RELATED CERTIFICATIONS MADE BY RESPONDENTS AND CONSULTANTS

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

1. Certification of Knowledge of and Compliance with All DBE Program Terms and Conditions. The Respondent certifies that management and officers have reviewed and understand the obligations of the JMAA's DBE Program rules. The Respondent further certifies that the Respondent's management personnel understand and are

familiar with the requirements of these DBE Program rules; and if the Respondent was not familiar with or did not understand the requirements of these rules, they have contacted JMAA DBE Program Office and have been informed as to their duties and obligations under the DBE Program rules.

2. Certification Regarding Disadvantaged Business Enterprises. The Respondent certifies that the Respondent has complied with the federal and local DBE Program requirements in submitting its Proposal and will comply fully with these requirements in performing any federal-aid contract awarded based on that submission.
3. Certification to Provide Opportunities for DBEs to Participate. The Respondent agrees to ensure that certified DBE firms, as defined in this document, have a full and fair opportunity to participate in the performance of the Work. The Respondent certifies that all necessary and reasonable steps were taken to ensure that DBE firms have an opportunity to compete for, and participate in the Work. The Respondent further certifies that the Respondent has not and will not discriminate based on race, color, age, national origin or sex in the performance of the Work, or in the award of any subcontract.
4. DBE Contract Goal. The Respondent certifies, under penalty of perjury, that if awarded a federal-aid contract, the Respondent will utilize certified DBE firms to meet JMAA's DBE participation goals. The Respondent further certifies the Respondent's understanding that the Respondent may not unilaterally terminate, substitute for, or replace any DBE firm that was designated in its Proposal or the Agreement, in whole or in any part, with another DBE, any non-DBE firm or with the Consultant's own forces or those of an affiliate of the Consultant, without the prior written consent of JMAA as set out below.

The Respondent makes this certification, agreement and authorization on behalf of itself, its Sub-Consultants, and sureties.

EXHIBIT 6 - NOT REQUIRED FOR THIS PROJECT

**JACKSON MUNICIPAL AIRPORT AUTHORITY
DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION PLAN
REQUEST FOR PROPOSALS FOR AD HOC FENCE REPAIR
PROJECT NO: 010-20 PROJECT DBE GOAL: 0 %**

Prime Respondent Information			
Company Name:			
Company Mailing Address:			
Point of Contact:			
	Name	Phone	Email Address

The prime respondent shall utilize the maximum number of Disadvantaged Business Enterprises (“DBEs”) as possible, and to this end the prime respondent will inform each sub-consultant, or sub-contractor of this requirement. Please provide the following information on the DBEs that you intend to utilize in the performance of the Services related to this project.

Firm Name Contact Person Phone Email	Certifying Agency and Approved NAICS Code(s)	Description of Type of Services to Be Performed on this Project	PERCENTAGE OF OVERALL PROJECT
Prime Respondent Authorized Signature :			Date:
Prime Respondent Printed Name:			

EXHIBIT 7 - NOT REQUIRED FOR THIS PROJECT

**JACKSON MUNICIPAL AIRPORT AUTHORITY GOOD FAITH EFFORT CERTIFICATION FOR
REQUEST FOR PROPOSAL FOR
AD HOC FENCE REPAIR
PROJECT NO: 010-20**

PRIME RESPONDENT

In addition to the Disadvantaged Business Enterprises (DBEs) described on the DBE Utilization Plan provided as part of the Submission in Response to the Request for Proposal (RFP) the following DBEs were also contacted regarding this RFP. Attach supporting information to include contact reports, phone sheets, letters or emails or other records of Good Faith Effort for each DBE listed.

FIRM NAME ADDRESS, PHONE # CONTACT PERSON	ITEM(S) OF WORK TO BE PERFORMED AND/OR MATERIALS SUPPLIED	DATE AND METHOD OF SOLICITATION	COMMENTS/REASONS NOT INCLUDED AS PART OF SUBMISSION
Prime Respondent Authorized Signature:			Date:
Prime Respondent Printed Name:			

EXHIBIT 8 - NOT REQUIRED FOR THIS PROJECT

**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

EXHIBIT 9 - NOT REQUIRED FOR THIS PROJECT

**JACKSON MUNICIPAL AIRPORT AUTHORITY DISADVANTAGED BUSINESS ENTERPRISES (DBE)
PARTICIPATION COMPLIANCE REPORT**

Prime Respondent Information				
Company Name:				
Company Mailing Address:				
Point of Contact:				
	Name	Phone	Email Address	
Project Title:			Owner Contact Information:	
Project Location:				
Project Date:				
Short Description of Scope of Services Provided by Prime	Type of DBE Goal and Percentage Established	Actual Percentage and Dollar Value Achieved	Type of Work Performed by DBE	Name and Type of DBE Participant
Project Title:			Owner Contact Information:	
Project Location:				
Project Date:				
Short Description of Scope of Services Provided by Prime	Type of DBE Goal and Percentage Established	Actual Percentage and Dollar Value Achieved	Type of Work Performed by DBE	Name and Type of DBE Participant
Project Title:			Owner Contact Information:	
Project Location:				
Project Date:				
Short Description of Scope of Services Provided by Prime	Type of DBE Goal and Percentage Established	Actual Percentage and Dollar Value Achieved	Type of Work Performed by DBE	Name and Type of DBE Participant
Project Title:			Owner Contact Information:	
Project Location:				
Project Date:				
Short Description of Scope of Services Provided by Prime	Type of DBE Goal and Percentage Established	Actual Percentage and Dollar Value Achieved	Type of Work Performed by DBE	Name and Type of DBE Participant
Prime Respondent Authorized Signature:			Date:	
Prime Respondent Printed Name:				

EXHIBIT 10

**SUBCONSULTANT COMMITMENT AND CONFIRMATION FORM
AD HOC FENCE REPAIR
JMAA PROJECT NO. 010-20**

Name of Respondent: _____

SUBCONSULTANT COMMITMENT:

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

The Respondent affirms and certifies that the information listed below is consistent with the quotes from Subconsultant Firms to perform the Services for the Project.

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

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

Respondent's Authorized Representative (**Signature**)

Title

(Print Name)

CHECK ONE:

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

PART I: SUB-CONSULTANT PARTICIPATION

1. TO: _____
(Name of Prime Consultant)

FROM: _____
(Name of Sub-Consultant)

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

- | | |
|--|--|
| <input type="checkbox"/> an individual / sole proprietorship | <input type="checkbox"/> a partnership |
| <input type="checkbox"/> a corporation | <input type="checkbox"/> a joint venture |

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

NOTE: Pursuant to the JMAA's policies, DBE firms participating in the Disadvantaged Business Enterprises (DBE) Program must have "current" certification status as a Disadvantaged Business Enterprises ("DBE") certified by the Mississippi Unified Certification Program ("MUCP") i.e. Jackson Municipal Airport Authority ("JMAA") or the Mississippi Department of Transportation ("MDOT"). **Evidence of MUCP DBE certification must be attached to this form.**

- ☐ is a Non-DBE.
- ☐ has been certified as a DBE by: _____
- ☐ Certification # _____

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

PART II: LOWER-TIER SUB-CONSULTANT PARTICIPATION

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

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

(Company Name)

Contact Person: _____

Address: _____

Telephone: _____ Email: _____

TIN: _____ Insurance: ()

Services to be Performed: _____

Amount of Subcontract: \$ _____

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

(Company Name)

Contact Person: _____

Address: _____

Telephone: _____ Email: _____

TIN: _____ Insurance: ()

Work to be Performed: _____

Amount of Subcontract: \$ _____

Total Amount to be Subcontracted to DBEs: \$ _____

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

PART III: SIGNATURES

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

Date: _____ Phone: _____

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

Date: _____ Phone: _____

PART IV: DBE Participation Verification

To be completed by JMAA DBE Representative:

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

Reviewed for Content and Completeness: _____

JMAA DBE Program Representative

EXHIBIT 11

TEMPLATE CONSULTANT AGREEMENT BETWEEN JACKSON MUNICIPAL AIRPORT AUTHORITY AND CONSULTANT

This Consultant Agreement ("Agreement") is made and entered into by and between Jackson Municipal Airport Authority ("JMAA"), a municipal airport authority organized and existing under the laws of the State of Mississippi, and ("Consultant"), licensed to do business in Mississippi, as of the _____ day of _____, 2020.

RECITALS:

- A. JMAA operates the Jackson-Medgar Wiley Evers International Airport, a commercial service airport located in the City of Jackson, Rankin County, Mississippi ("JAN"), and Hawkins Field Airport, a reliever and general aviation airport located in the City of Jackson, Hinds County, Mississippi ("HKS" and, together with JAN, the "Airports").
- B. JMAA has the need for professional services for Ad Hoc Fence Repair ("Services") (as further described in this Agreement, the "Services"). This service is to be performed at the Jackson-Medgar Wiley Evers International Airport and the Hawkins Field Airport.
- C. JMAA desires to engage Consultant to perform the Services, and Consultant desires to perform the Services for JMAA, on the terms and conditions set forth in this Agreement.

AGREEMENT:

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

- 1. Services. Consultant shall provide Services to include the Scope of Work identified in Exhibit A.
- 2. Compensation and Payments
 - 2.1. Fees and Expenses for Design and Implementation. As full, fair and complete compensation for the Services, JMAA shall pay Consultant for the sum not to exceed \$__ for the term of this Agreement and shall reimburse Consultant for all Reimbursable Expenses incurred in the performance of the Services for the sum not to exceed \$_____. In no event shall the total compensation payable to Consultant under this Agreement (including for Reimbursable Expenses) exceed \$_____.

3. Effective Date and Term. This Agreement shall be effective by and between the parties as of the Effective Date. The term of this Agreement shall be for the period commencing on _____ and expiring on the _____.

4. Representations and Warranties.

4.1. Representations and Warranties of Consultant. Consultant represents and warrants to JMAA as follows:

4.1.1. Consultant is _____, duly organized, validly existing and with full power and authority to enter into this Agreement and to perform each of its obligations hereunder including, without limitation, the Services.

4.1.2. Consultant is knowledgeable of all federal and state laws, codes, rules, regulations and orders applicable to the Services to be provided hereunder, and all Services performed or work produced by Consultant shall comply with all such laws, codes, rules, regulations and orders.

4.1.3. Consultant is experienced and fully qualified to perform the Services set forth or otherwise contemplated by this Agreement, and Consultant is properly licensed in accordance with all applicable laws, codes, rules and regulations to perform such Services.

4.1.4. Consultant represents that it has or will obtain prior to performance of the Services the full rights under applicable federal, state and local laws, including patent and copyright laws, to provide all the Services covered under this Agreement, including without limitation, the necessary rights to all products of the Services.

4.1.5. Consultant agrees and affirms that JMAA shall have the sole right to and ownership of all products of the Services provided or produced by Consultant under this Agreement. Subject to the foregoing, all materials and information provided by or on behalf of JMAA to Consultant in connection with this Agreement shall be and remain the property of JMAA and shall be returned to JMAA at the completion of the Services, at the expense of the Consultant.

4.2. Representations and Warranties of JMAA.

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

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

- 4.2.3. JMAA shall timely provide or cause to be provided to Consultant all materials or information within its possession or control relating to the Services and required to be provided to Consultant under this Agreement or reasonably necessary for Consultant to complete the Services.
- 4.2.4. JMAA shall timely pay Consultant for all Services performed and provided in accordance with the terms of this Agreement for which Consultant has submitted an invoice to JMAA in accordance with Paragraph 2.2.
5. Assignment. Notwithstanding any other provision of this Agreement, Consultant shall not assign this Agreement, in whole or in part, to any other person or entity, without the prior written consent of JMAA. For the purposes of this Paragraph, "assignment" shall include a change in the beneficial ownership or management of Consultant.
6. Accounting Records. Consultant shall maintain expense and other records pertaining to the Services, including full records of accounts between JMAA and Consultant, in conformity with generally accepted accounting principles for a period of not less than three (3) years from the date of final payment for the Services, which records shall be subject to audit at any reasonable time and upon reasonable notice by JMAA or its duly appointed representative.
7. Gratuities and Compensation from Consultant. Consultant shall not, under any circumstances, offer or agree to offer any gift or gratuity, regardless of value, to any Commissioner, employee or representative of JMAA.
8. Nondiscrimination.
- 8.1. The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.
- 8.1.1. This provision binds the Consultant and sub-tier Consultants from solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
- 8.2. During the performance of the Agreement, the Consultant, for itself, its assignees, and successors in interest agrees as follows:
- 8.2.1. Compliance with Regulations. The Consultant shall comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract
- 8.2.2. Nondiscrimination. The Consultant, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Sub-Consultants, including procurements of

materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- 8.2.3. Solicitations for Sub-Consultants, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a Sub-Consultant, including procurements of materials, or leases of equipment, each potential Sub-Consultant supplier will be notified by Consultant of Consultant's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 8.2.4. Information and Reports. The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by JMAA or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to JMAA or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 8.2.5. Sanctions for Noncompliance. In the event of Consultant's noncompliance with the nondiscrimination provisions of this Agreement, JMAA will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
- 8.2.5.1. Withholding payments to the Consultant under the Agreement until Consultant complies, and/or
- 8.2.5.2. Cancelling, terminating, or suspending this Agreement, in whole or in part.
- 8.2.6. Incorporation of Provisions. The Consultant will include the provisions of subparagraphs one through six (16.2.1 through 16.2.6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Consultant will take action with respect to any subcontract or procurement as JMAA or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that the Consultant becomes involved in, or is threatened with, litigation with a Sub-Consultant, or supplier because of such direction, the Consultant may request JMAA to enter into such litigation to protect the interests of JMAA. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

- 8.3. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- 8.3.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - 8.3.2. 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - 8.3.3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal- aid programs and projects);
 - 8.3.4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - 8.3.5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
 - 8.3.6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - 8.3.7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub- recipients and Consultants, whether such programs or activities are Federally funded or not);
 - 8.3.8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
 - 8.3.9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - 8.3.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-

discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- 8.3.11. Executive Order 13166, Improving Access to Work for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - 8.3.12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).
9. Fair Labor Standards Act. This Agreement and all subcontracts incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (“FLSA”), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.
- 9.1. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
10. 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. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their Sub-Consultant’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant 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.
11. Consultant shall indemnify, defend, hold harmless, protect and exonerate JMAA, its Board of Commissioners (individually and collectively), officers, agents and representatives-from any and all liabilities, damages, losses, suits, actions, demands, arbitrations, administrative proceedings, awards, judgments, expenses, actual attorneys' fees and costs arising from or out of the negligence or willful misconduct of Consultant.
12. Insurance. Consultant shall maintain, at its own expense, insurance in accordance with the following throughout the term of this Agreement:
- 12.1. Professional liability insurance in an amount of \$1,000,000.00 per claim;
 - 12.2. Commercial General Liability Insurance in an amount of \$1,000,000.00 per

occurrence and \$2,000,000 aggregate, including coverage for blanket contractual liability, broad form property damage, personal and bodily injury, and products/completed operations; and

123. If any vehicles will be operated at or as part of the Services, Comprehensive automobile liability insurance, including hired and non-owned vehicles, with a combined single limit of not less than \$1,000,000.00, covering bodily injury and property damage.
124. Workers' Compensation Insurance in such amounts as may be required pursuant to the Mississippi Workers' Compensation Act and Employers Liability Insurance with limits of \$500,000.00 each disease, disease aggregate and each accident.
125. Consultant shall be responsible for all deductibles and for any inadequacy or absence of coverage. Consultant shall bear all costs and losses attributable to such deductibles and to coverage limitations. Consultant shall have no claim or recourse against JMAA for any costs or loss attributable to such deductibles or to coverage limitations, exclusions or unavailability.
126. At JMAA's request, Consultant shall provide JMAA evidence of all insurance required under this Agreement.

13. Termination.

- 13.1. Termination by JMAA. JMAA may, by written notice to Consultant, terminate this Agreement in whole or in part at any time, for the convenience of JMAA.
- 13.2. Termination by Consultant. Consultant may terminate this Agreement at any time upon not less than thirty (30) days prior written notice to JMAA.

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

15. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and may be personally served, delivered via facsimile or sent by overnight courier or United States mail and shall be deemed to have been given when delivered in person or received by facsimile or one (1) business day after delivery to the office of such overnight courier service or three (3) business days after depositing the notice in the United States mail with postage prepaid and properly addressed to the other party as follows:

To JMAA: Jackson Municipal Airport Authority
100 International Drive, Suite 300
PO Box 98109
Jackson, Mississippi 39298-8109

Telephone: (601) 664-3500
Facsimile: (601) 939-3713
Email: pbrown@jmaa.com

Attention: Paul A. Brown
Chief Executive Officer

To Consultant: Consultant's Name
Consultant's
Address Telephone:
Facsimile:
Email:

Attention:

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

16. General Provisions.

- 16.1. Independent Consultant. Consultant shall at all times be regarded as an independent Consultant and shall at no time act as the employee or agent of JMAA. Nothing contained in this Agreement shall be deemed or construed by JMAA, Consultant or any third party as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between JMAA and Consultant.
- 16.2. Licenses and Permits. Consultant shall timely obtain and pay for all licenses and permits necessary for operations at JAN, including but not limited to a City of Jackson Mississippi Business Privilege License and registration with the Mississippi Secretary of State.
- 16.3. Headings. The headings contained in this Agreement are provided for convenience of reference only and shall not be construed as defining, limiting, extending or describing the scope of this Agreement, any section hereof or the intent of any provision hereof.
- 16.4. Waiver. No delay or omission by either party in exercising any right, power or remedy under this Agreement or otherwise afforded by contract, at law, in equity or by statute, shall constitute an acquiescence thereof or impair any other right, power or remedy hereunder or otherwise afforded by contract, at law, in equity or by statute, or operate as a waiver of such right, power or remedy. No waiver by JMAA or Consultant of any default by Consultant or JMAA, as applicable, under this agreement shall operate as a waiver of

any other default or the same default on a future occasion.

165. Entire Agreement. This Agreement contains the entire agreement between JMAA and Consultant relating to the subject matter hereof and supersedes all oral statements and prior writings with respect to the subject matter hereof and may be altered, amended or modified only by a written document executed by JMAA and Consultant
166. Force Majeure. Neither JMAA nor Consultant shall be deemed in violation of this Agreement if prevented from performing any of their respective obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, riots, rebellion, sabotage or any other similar circumstances of force majeure for which JMAA or Consultant is not responsible and which are not within JMAA's or Consultant's control.
167. Governing Law Jurisdiction. This Agreement and the rights and obligations of JMAA and Consultant 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.
168. Attorneys' Fees. If any action shall be brought on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Agreement, the prevailing party shall be entitled to recover, as part of its costs, its actual and reasonable attorneys' fees.

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

[DRAFT ONLY - SIGNATURES WILL BE
OBTAINED FROM SELECTED RESPONDENT AT
THE TIME OF EXECUTION OF THE AGREEMENT]

EXHIBIT 12

STATEMENT OF AFFIRMATIONS

I. Terminated Contracts, Forfeiture, Bankruptcies

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

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

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

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

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

II. Expertise and Special Knowledge

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

III. Professional Qualifications

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

IV. Insurance

☐ By checking the box, Respondent affirms that it has the capability to meet the insurance requirements outlined in Section 1.8.1 of the RFP prior to execution of an agreement with JMAA.

V. Independent Contractor

☐ By checking the box, Respondent affirms that: (i) at all times it will be regarded as an independent Contractor and shall at no time act as the employee or agent of JMAA; (ii) nothing contained in any Agreement shall be deemed or construed by JMAA, Respondent or any third party as creating the relationship of principal and agent, partners, employer and employee, or any other similar 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 law suit 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

EXHIBIT 13



Jackson Municipal Airport Authority

Procurement Quality Assurance and Verification Profile Sheet

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

Company Profile:

Company Name: _____

Point of Contact (POC): _____

POC Email Address: _____

Phone Number: _____

Company Email: _____

Name & EIN Number on 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:

--	--

EXHIBIT 14

JACKSON MUNICIPAL AIRPORT AUTHORITY

AD HOC FENCE REPAIR

SCOPE OF WORK

The Jackson Municipal Airport Authority is seeking fence repair services from a company on an ad hoc (as needed) basis to be performed at the Jackson-Medgar Wiley Evers International Airport (“JAN”) and the Hawkins Field Airport (“HKS”).

Identified below are the technical specifications of the fence, gates, and automated equipment located at JAN and HKS.

JAN

- Approximately 50,000 linear feet of #9 gauged, 6-foot - 8-foot tall chain link fence supplemented by 3 strands of barbed wire angled at 45 degrees and also supplemented by razor wire.
- 26 manually operated gates
- 7 motorized automated access-controlled gates.
- The motorized automated access-controlled gates are operated by HySecurity Slide Driver 40 UPS, model 222 DE ST, 24 volts DC, 300 lbs. pull force and 4,000 lbs. maximum gate weight. Also, they utilize a HySecurity Power supply 60, model DCPS60, 208 volts ac.

HKS

- Approximately 35,000 linear feet #9 gauged, 6-foot tall chain link fence supplemented by 3 strands of barbed wire angled at 45 degrees.
- Approximately 800 linear feet of wrought iron 6-foot tall fence.
- 5 automated access-controlled gates.
- 2 pedestrian walk through gates

To provide additional supporting information, the following photographs are provided:

1. Mechanical systems of the automated gates for JAN and HKS
2. Examples of fencing at JAN and HKS
3. Perimeter Boundary Maps of JAN and HKS

Mechanical system of automated gates at JAN



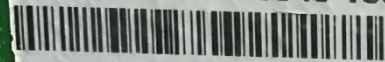
HySecurity
Simple. Reliable. Secure.

SlideDriver 40 UPS

Model: 222 DE ST

24 Volts DC

Serial: 060101-1049-139



Date: 12/1/2010

Job No.: 0080952

Pull Force: 300 lbs. Maximum Gate Weight: 4,000 lbs.
This operator is for vehicular use only in application classes I, II, III, IV

www.hysecurity.com
HySecurity, Inc. Kent, WA



Do not let children operate the gate or play in the gate area.

This entrance is for vehicles only. All pedestrians must use a separate entrance.

Read the owner's manual and safety instructions. If entrapment protection is by constant hold control, an automatic closing device shall not be used with this gate operator.











Mechanical system of automated gates at HKS



HySecurity
Simple. Reliable. Secure.

SlideDriver 10

Model: 222 SS ST

Serial: 012100-1011-110



Date: 3/12/2010

Job No.: 0075828

115/208/230 Volts AC

16.5/8.5/8.3 Amps

1 Phase

60 Hertz

Pull Force: 300 lbs. Maximum Gate Weight: 1,000 lbs.

This operator is for vehicular use only in applications, classes I, II, III, IV.

www.hysecurity.com

HySecurity, Inc. Kent, WA

WARNING



**Moving Gate Can Cause
Serious Injury or Death**

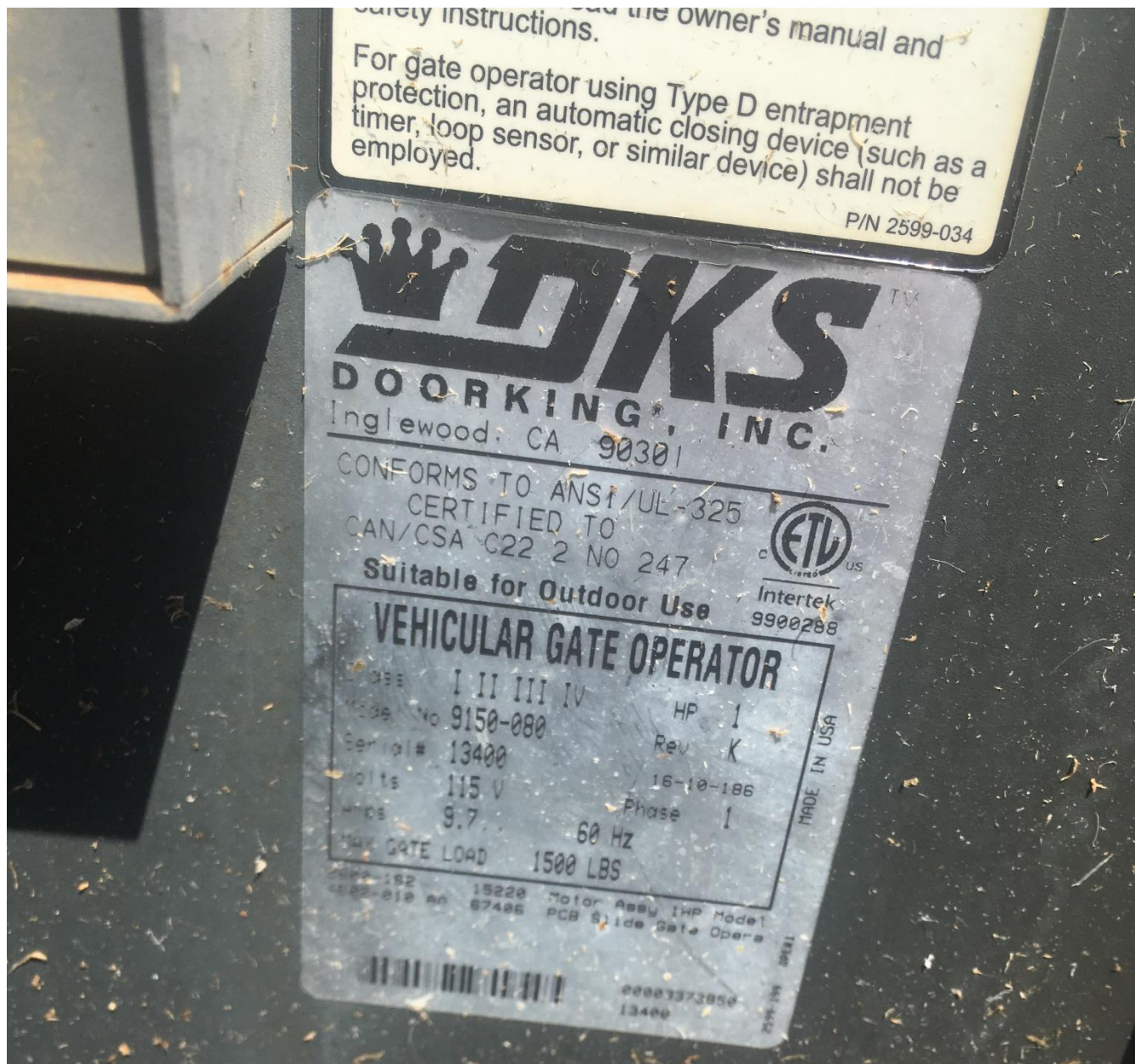
KEEP CLEAR! Gate may move at any time without warning.

Do not allow children to operate the gate or play in the gate area.

This gate is for vehicles only. All pedestrians must use a separate entrance.

Read the owner's manual and safety instructions.

If entrapment protection is by constant hold control, an automatic closing device shall not be used with this gate operator.





PART NO:	N° DE PIÈCE:
312HM	
IC:2666A	RADIO FREQUENCY
K743	315MHz
FCC ID: HBW1614	

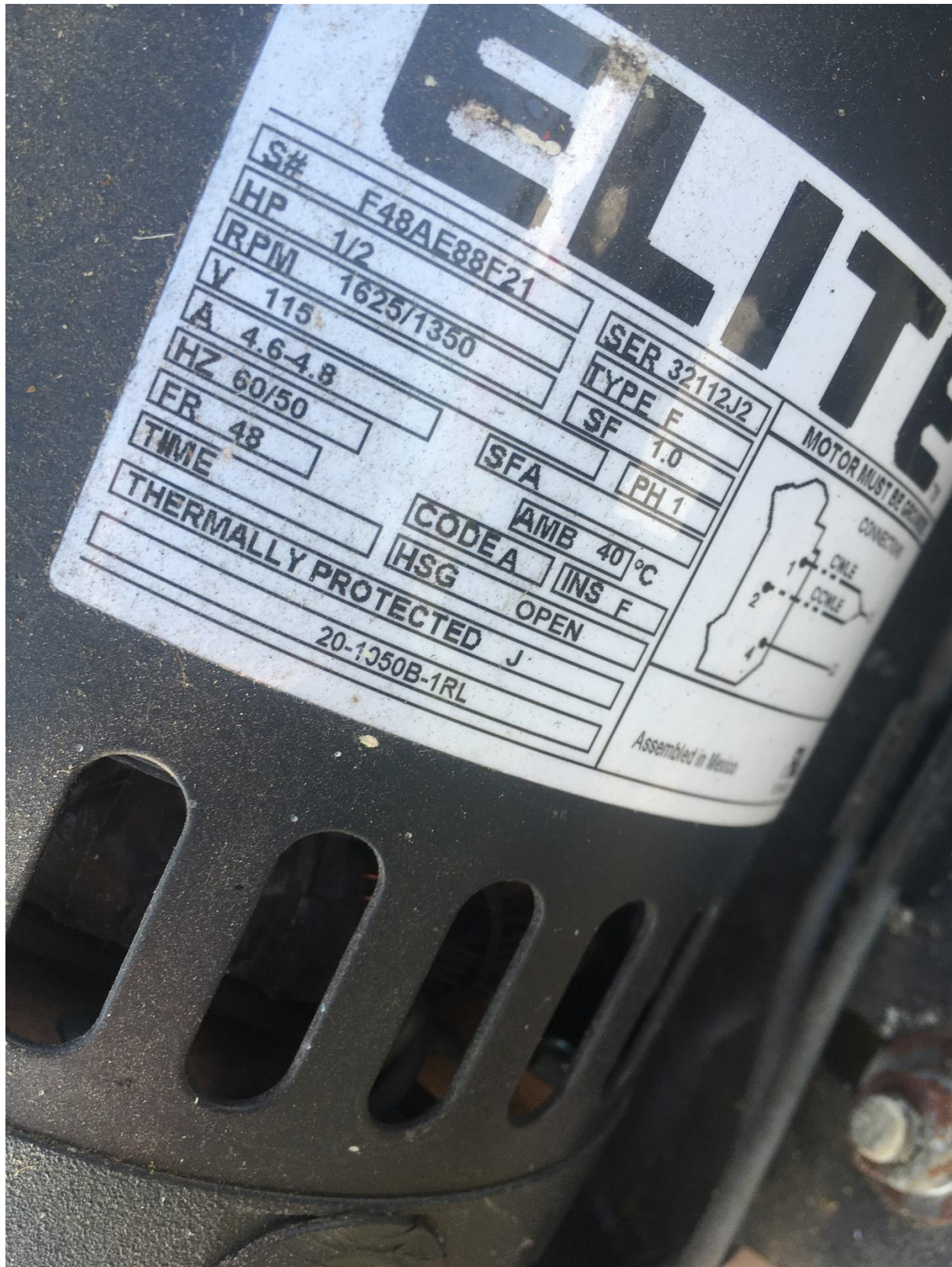
THIS DEVICE COMPLIES WITH PART 15 OF THE FCC RULES.
Operation is subject to the following two conditions:
(1) this device may not cause harmful interference, and
(2) this device must accept any interference received, including interference that may cause undesired operation.

THE CHAMBERLAIN GROUP, INC. U.S.A.
PAT. # RE35,364; RE36,703; RE37986; 4,750,118; 5,576,701;
5,635,913; 5,949,349; 6,025,785; 6,154,544; 6,690,796

ASSEMBLED IN MEXICO

40-32412A





Example of Wrought Iron Fence and Chain-link Fence at HKS



Example of 6ft and 8 ft chain-link fence at JAN



Perimeter Boundary of Hawkins Field Airport



Perimeter Boundary of the Jackson-Medgar Wiley Evers International Airport



EXHIBIT 15

COST ITEMIZATION FORM

The purpose of this form is to provide an itemized breakdown of the Respondent's proposed cost for this project.

Project Task	Total Not-To-Exceed Cost
Materials	
Labor	
Other – Please List	
Total Not-To-Exceed Cost	

In addition to this form, JMAA is requesting a fee schedule (hourly rate) for the different positions that will be needed to support this project.

RFP CHECKLIST

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

- ☐ Identification of Respondent attached as **Exhibit 2** (Signature and Notary Required), which includes:
 - Full legal name and type of business entity of the Respondent;
 - Street and mailing address of Respondent;
 - Name of Respondent's representative for notification purposes;
 - Address and phone number of representative if different from address provided above; and
 - Name, titles, and business address of each director, senior officer and any shareholder, partner or member having, owning or controlling 10% or more ownership interested in the Respondent.
- ☐ Organizational summary, which includes:
 - A description of the Respondent's organization;
 - A description of the key personnel the Respondent would utilize; and
- ☐ Experience of the Respondent, **Exhibit 4**, which includes:
 - Evidence of related work experience
 - References.
- ☐ Proposed Plan with milestones and Schedules
- ☐ Fee Schedule
- ☐ Statement of Affirmation Form, **Exhibit 12**, which includes
 - Acknowledgement statement of capability to meet insurance requirements if selected for the Services
 - A statement related to any terminated contracts during the past five (5) years
 - Any terminated contracts, forfeiture, etc. or affirmation there are none;
 - Any judgements or pending/threatened lawsuits or affirmation there are none; and/or
 - Any Bankruptcies or affirmation there are none.
 - Respondent and Sub-Consultant sufficiently staffed and capable of performing the Services.
 - Respondents and Sub-Consultant's expertise and special knowledge.
- ☐ Respondents and Sub-Consultant's evidence of professional qualifications (certifications).
- ☐ DBE Participation, which includes: **(NOT REQUIRED FOR THIS PROJECT)**
 - DBE Utilization Plan attached as **Exhibit 6 (Signature required)**;
 - DBE Good Faith Effort Certification, **Exhibit 7 (Signature required)**
 - DBE Good Faith Effort Statement, **Exhibit 8 (Signature required)**
 - DBE Project Participation Compliance Report, **Exhibit 9 (Signature required)**.
- ☐ Subconsultant Commitment and Confirmation Form, **Exhibit 10 (Signatures required)**;
- ☐ Number of copies to be provided
 - One (1) digital copy

- ☐ Procurement QA and Verification Profile Sheet, **Exhibit 13**
- ☐ JMAA Cost Itemization Form, **Exhibit 15**
- ☐ Acknowledgement of any Addenda issued in relation to this RFP (**Signature required**).
- ☐ Conflict of Interest and Gratuities Statement attached as **Exhibit 3 (Signature required)**.
- ☐ Submitted all documents and requirements Identified in Section II and III of the RFP – General Requirements of the Proposal and Information required from respondent