



**Solicitation Type:  
Request for Bids**

**Solicitation Title:  
Baggage Belt Replacement**

**JMAA Project Number:  
043-24**



**Important Dates to Remember:**

<b>First Advertisement</b>	<b>May 15, 2024</b>
<b>Pre-Bid Conference</b>	<b>May 23, 2024</b>
<b>Deadline for Questions</b>	<b>June 4, 2024</b>
<b>Bid Opening</b>	<b>June 17, 2024</b>

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# Project Details

## Introduction

The Jackson Municipal Airport Authority ("JMAA") is seeking bids for construction and related services for the Baggage Belt Replacement project (the "Work") at Jackson-Medgar Wiley Evers International Airport.

This project is anticipated to receive a Bi-Partisan Infrastructure Law (BIL) grant from the Federal Aviation Administration (FAA). The selected firm must be familiar with the process and required documentation associated with the FAA's grant process. This includes, but is not limited to, FAA grant assurances, FAA airport design standards, 14 Code of Federal Regulations (CFR) Part 77 airspace requirements, as well as familiarization with applicable FAA Orders, Advisory Circulars (AC), and Interim Guidance.

## Publication Dates

Advertisement	Media
May 15 & 22, 2024	La Noticia MS
May 15 & 22, 2024	Rankin County News
May 16 & 23, 2024	Jackson Advocate
May 16 & 23, 2024	Mississippi Link
May 15, 2024	MS Procurement Technical Assistance Program Website
May 15, 2024	American Association of Airport Executives Website
May 15, 2024	Airport Minority Advisory Council (AMAC) Website
May 15, 2024	Airports Council International – North America (ACI-NA) Website

## Project Background

The JMAA terminal outbound and inbound baggage belts have reached their useful life and are becoming more prone to failure during peak times of aircraft passenger movements. The equipment is outdated and is difficult to repair when a failure occurs, which leads to congestion in the baggage handling area and can potentially lead to delayed flights or delays in passengers making connections to other flights or to transportation from the airport to the surrounding metro area. This negatively impacts the passenger experience and causes undue stress and hardship to the airline baggage handlers seeking to keep bags moving and flights on time.

## Scope of Work

This project includes, but is not limited to, the replacement of all outbound and inbound baggage belts at Jackson-Medgar Wiley Evers International Airport. More specifically, this project will include removal of the existing baggage belt system, installation of the proposed baggage belt system, any building modifications required for installation of the proposed system, installation of new fire doors, electrical power improvements,

and all other procurement, materials, labor, construction safety equipment, training, commissioning, warranty, and incidentals necessary to perform the work.

## Pre-Bid Conference

JMAA will hold a non-mandatory Pre-Bid Conference on **Thursday, May 23, 2024, at 2:30 p.m. (CST)** in the Community Room, Third Floor of the Main Terminal Building at JAN.

The Pre-Bid Conference may also be attended virtually. A site visit tour will follow the Pre-Bid Conference.

Link: <https://jmaa.zoom.us/j/95968020095?pwd=RkcvTStzMi9pYmIYbVlVWWUxcWFGdz09>

Meeting ID: 959 6802 0095      Passcode: 587241

## Sealed Bids

Sealed bids to perform the Work will be accepted by JMAA until **4:00 p.m. Central Standard Time (CST) on Monday, June 17, 2024** (the "Bid Deadline"). Bids shall be accepted electronically, by mail, or by hand delivery as follows:

Electronically:                      [www.jmaabids.com](http://www.jmaabids.com)  
By mail or hand delivery:      JMAA Administrative Office, Suite 300  
   Main Terminal Building  
   Jackson-Medgar Wiley Evers International Airport  
   100 International Drive, Jackson, Mississippi 39208

JMAA will publicly open and read all bids on **Monday, June 17, 2024, at 4:45 p.m. (CST)** (the "Bid Opening"), in the Staff Conference Room, Third Floor of the Main Terminal Building at JAN. JMAA invites Bidders and their authorized representatives to be present at the Bid Opening.

## Evaluation of Bid Proposal

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

DATE: May 15, 2024      JACKSON MUNICIPAL AIRPORT AUTHORITY

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Stephanie Morgan,  
Chief of Staff

# Instructions to Bidders

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

1. Addendum. A written or graphic instrument issued before JMAA makes an award to perform the Work that modifies or interprets the Bid Documents by additions, deletions, clarifications, or corrections.
2. Advertisement for Bids. See page 2 for identified publications and dates.
3. Agreement. The written agreement between JMAA and Contractor pertaining to the Work in the form of Attachment 13, together with all amendments, modifications and supplements to the Agreement.
4. Airports. The standard form of agreement for construction projects is found on the JMAA's website at [www.jmaabids.com](http://www.jmaabids.com).
5. Alternate Bid. Additional options that are priced separately from the Base Bid.
6. Apparent Low Bidder. The apparent low bidder is the bidder with the lowest dollar proposal, and does not reflect whether the sponsor has determined the bidder to be responsive and responsible.
7. Award of Contract. Award of contract award will be based on the lowest bid submitted from those bidders that are confirmed as being responsive and responsible.
8. Base Bid. The price stated in the bid for which the bidder offers to perform the work described in the specifications, exclusive of any Alternate Bids.
9. Bid. A complete and properly signed Bid Proposal, together with all information and data required by the Bid Documents to be submitted in connection with a Bid.
- 10 Bid Bond. Bid Security in the form of Attachment 3.
11. Bid Deadline. The day and time specified in the Advertisement for Bids or, as applicable, any Addendum, as the deadline for receipt of Bids. The time of record of all Bids received shall be determined by the time clock at the front desk of the Main Terminal Building at JAN.
12. Bid Documents. The set of documents titled "Information for Bidders for Construction and Related Services in Connection with the BAGGAGE BELT REPLACEMENT, JMAA Project No. 043-24 which includes, without limitation, the Advertisement for Bids, these Instructions to Bidders, all Exhibits attached hereto, all Addenda, all Plans and all Technical Specifications.
13. Bid Opening. The day and time specified in the Advertisement for Bids, or, as applicable, any Addendum, that JMAA will publicly open and read aloud all Bids.
14. Bid Proposal. The written document included as Attachment 2 to the Instructions to Bidders that must be completed and signed by Bidder and submitted to JMAA as part of the Bid.
15. Bid Security. A Bid Bond in the form of Attachment 3 or a certified check, one of which must be included with each Bid.
16. Bidder. Any individual, partnership, corporation, Limited Liability Company or other business entity that submits a Bid to JMAA for the Work.
17. Business Day. A day other than Saturday, Sunday or any legal holiday of the State of Mississippi.
18. Commercially Useful Function. A DBE performs a commercially useful function when it is responsible for the 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 workforce, 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.

19. Contact for JMAA. Mr. Eric Williams, Director of Procurement, is the contact for all questions and submission of bids and required forms. Mr. Williams can be contacted at ewilliams@jmaa.com or (601) 360-8622.

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

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

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

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

24. DBE Contract Participation Goal. JMAA's contract goal for the Work. Additional information may be found in Attachment 8.

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

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

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

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

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

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

31. It. Whenever the contract may require, "it" includes a corporation, company, partnership, firm, association or society, as well as a natural person.
32. JAN. The Jackson-Medgar Wiley Evers International Airport is a commercial service airport located in the City of Jackson, Rankin County, Mississippi.
33. JMAA. The Jackson Municipal Airport Authority, a political subdivision of the State of Mississippi organized by the City of Jackson, Mississippi under the Mississippi Airport Authorities Law, § 61-3-1 et seq., Mississippi Code 1972, as amended.
34. Lowest. Part of the evaluation criteria; the lowest cost.
35. Non-Collusion Certificate. The certificate in the form of Attachment 5 to be completed by each Bidder and submitted as part of the Bidder's Bid.
36. Non-Responsive. A response to a solicitation that does not conform to the mandatory or essential requirements contained in the solicitation.
37. Payment Bond. A payment bond in the form of Attachment 15 to be delivered by the Contractor with the executed Agreement.
38. Performance Bond. A performance bond in the form of Attachment 14 to be delivered by the Contractor with the executed Agreement.
39. Plans. The drawings or other graphical representations showing HKS (or parts thereof) and the location, character, dimensions, and details of the Work.
40. Priority. The importance of Alternate Bids as determined to be in the best interest of JMAA within the amount of available funds for this project.
41. Responsible Bidder. A business entity or individual who has the integrity and reliability as well as the financial and technical capacity to perform the requirements of the solicitation and subsequent contract.
42. Responsive Bidder. A responsive bid conforms to all significant terms and conditions contained in the sponsor's invitation for bid.
43. Socially and Economically Disadvantaged Individual. Any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:
- A. Any individual who JMAA finds to be a socially and economically disadvantaged individual on a case-by-case basis.
- B. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
- 1) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
  - 2) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
  - 3) "Native American," which includes persons who are American Indian, Eskimos, Aleuts, or Native Hawaiians;
  - 4) "Asian-Pacific Americans," which includes persons whose origin are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia,

Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

5) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

6) Women;

7) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

C. Also, reference 49 CFR, Part 26.

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

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

46. Successful Bidder. The lowest, most qualified, responsible, responsive BIDDER to whom JMAA (based on JMAA's evaluation as hereinafter provided) makes an award.

47. TSA. The Transportation Security Administration is an operating division of the United States Department of Homeland Security.

48. USDOT. The United States Department of Transportation.

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

## **Scope of Work**

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

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

3. Disclosure of Response Contents. All materials submitted in response to this RFB will be the property of JMAA and may be held by JMAA or returned to each respective Bidder, at JMAA's sole discretion. In preparing its Bid, each Bidder should be aware that some or all of its Bid may be subject to public inspection and/or reproduction under the Mississippi Public Records Law, § 25-61-1 et seq., Mississippi Code of 1972, as amended.

4. Certificates of Responsibility. As required by Sections 31-3-1, 31-3-15 and 31-3-21 of the Mississippi Code of 1972, as amended, each Bidder must have a valid and appropriate Certificate of Responsibility ("COR") issued by the Mississippi State Board of Contractors as of the Bid Deadline to submit a Bid for the Work if the Bid will exceed \$50,000.00. Further, each Subcontractor (of any tier) that Bidder proposes to perform Work that exceeds a value of \$50,000 must have a valid and appropriate COR issued by the Mississippi State Board of Contractors as of the Bid Deadline.



5. Interpretation of Bid Documents. Each Bidder is advised to examine the Bid Documents carefully and make written request to JMAA for interpretation or correction of any ambiguity, inconsistency, or error therein which may be discovered. Such request must be in writing and delivered to Eric Williams, Director of Procurement, by the Deadline for Questions. Only interpretations, clarifications or corrections by written Addendum issued by Eric Williams, Director of Procurement, shall be binding on JMAA and the Bidders.

6. Questions and Requests for Additional Information. Any questions regarding the Bid Documents or the scope of the project must be submitted in writing to Eric Williams, Director of Procurement. JMAA will not provide individual responses to any Bidder. JMAA will respond to all questions by Addendum. Each question must specifically identify this RFB.

No answers given in response to questions submitted shall be binding upon this RFB unless released in writing as an addendum to the RFB by JMAA. It is solely the bidder's responsibility to check on the JMAA [www.jmaabids.com](http://www.jmaabids.com) for Addenda, which may impact the pricing, requirements, and/or other terms and conditions.

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

7. Nondiscrimination. JMAA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Bidders to this RFB that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

By submitting a Bid, each Bidder agrees that it understands that JMAA is an equal-opportunity employer. It is the policy of JMAA to comply with all applicable portions of Title VI of the Civil Rights Act of 1964, as amended; Executive Order 11246, as amended and as supplemented by Department of Labor Regulations (41 CFR Part 60), and 49 CFR Part 21, as amended, which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, or disability. The Agreement will require that the Bidder (and all subcontractors) represent and warrant to JMAA that it (and they) will comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, as amended; Executive Order 11246, as amended and as supplements 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.

## **Site Visit and Responsibilities of Bidder**

1. Site Visit. Should a Bidder request to participate in a site visit for this project, the Bidder is to submit the request in writing to Mr. Samuel Washington at [swashington@jmaa.com](mailto:swashington@jmaa.com) or 601-360-8661.

2. Responsibilities of Bidder. Before submitting its Bid, each Bidder is responsible for visiting JAN and becoming familiar with the nature and extent of the Work and any conditions that may in any way affect the labor, equipment, tools, and the Work required to be performed. Each Bidder is responsible for field verifying conditions, quantities, and construction difficulties. Each Bidder shall also be responsible for thoroughly examining the Bid Documents, and other related documents, including without limitation all Addenda, to be informed of any and all conditions and requirements that may in any manner affect the Work. Failure to do so will not relieve Bidder of its obligation to perform the Work in accordance with the Contract Documents.

## **Addenda**

1. If it becomes necessary to revise any aspect of this RFB or to provide additional information to Bidders, JMAA will issue any Addenda by posting on JMAA's website (<https://jmaabids.com>). JMAA reserves the right to amend the Bid Documents at any time prior to the Bid Opening without the need to re-advertise for Bids or to extend or postpone the date and time of such Bid Opening. JMAA will not, however, issue any Addendum later than five (5) Business Days before the Bid Deadline, except as provided below.
2. Each addendum will also be incorporated as part of the RFB documents. Failure to acknowledge the addenda when submitting the bid proposal will render the proposal non-responsive.
3. No Addendum will be issued later than five (5) business days prior to the Bid or Proposal Deadline, except an Addendum withdrawing this RFB or postponing the Deadline (which Addendum may be issued at any time up to the Deadline).
4. Each Bidder is solely responsible for ensuring that it receives and understands all Addenda issued by JMAA.

## Bid Submission Instructions

1. **Deadline.** Sealed bids to perform the Work will be accepted by JMAA until 4:00 p.m. Central Standard Time (CST) on **Monday, June 17, 2024** (the "Bid Deadline"). Bids shall be accepted electronically, mail or hand delivery as follows:

Electronically:	<a href="http://www.jmaabids.com">www.jmaabids.com</a>
By mail or hand delivery:	JMAA's Administrative Office, Suite 300 Main Terminal Building Jackson-Medgar Wiley Evers International Airport 100 International Drive, Jackson, Mississippi 39208

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

3. **Submission of Bids.** Each Bid Proposal, together with the Bid Security, the Statement of Qualifications, the Non-Collusion Certificate, the Debarment Certificate and all other required information (see Bidder Checklist, Attachment 1), must be received by JMAA no later than 4:00 p.m. on **Monday, June 17, 2024** (the Bid Deadline). The Bid Proposal shall include the following Bidder's identification information (i) Company Name & Address, (ii) Mississippi Certificate of Responsibility Number, and (iii) "BAGGAGE BELT REPLACEMENT, Project No.: 043-24". If the submission is submitted via email, then the identification information must be provided in the email subject line. If the submission is submitted by hand delivery or mail, then the identification information must be marked on the outside or exterior of the bid envelope or container. A Bid will be considered invalid if it has not been deposited at the designated location by the Bid Deadline. The Bid Deadline may be extended by an Addendum issued to the Bidders.

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

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

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

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

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

## **Proposal Submission Requirements**

1. Bidding Procedures. Each Bidder must submit one (1) copy of its entire Bid Package (including all attachments and exhibits) in searchable, text recognized pdf format, to include the Bid Proposal form (Attachment 2). Scanned pages are unacceptable. All blank spaces in the Bid Proposal must be completed.
2. Bid Proposal. Each bid proposal must be in the form of a lump sum. Bidder shall include the total sum of unit price bid items, typewritten or legibly printed in ink, for the Base Bid.
3. Alternates. This bid schedule does contain alternates.
4. Bid Security. Each Bidder must include Bid Security in the amount of 5% of its Base Bid with its Bid Proposal. The Bid Security must be in the form of a Bid Bond conforming to Attachment 3 or a certified or cashier's check made payable to JMAA. The Bid Security must be signed by the Surety's Resident Agent. The Bid Security guarantees:
  - 4.1. That Bidder will not withdraw its Bid for ninety (90) days after the Bid Deadline; and
  - 4.2. That Bidder will execute and enter into the Agreement (Attachment 13) if its Bid is determined by JMAA to be the successful bidder.
  - 4.3. JMAA will keep the Bid Security as liquidated damages if a Bidder withdraws its Bid within the ninety (90)-day period or fails to execute and deliver the Agreement to JMAA within ten (10) Business Days after tender of the Agreement by JMAA. All Bid Bonds shall be secured from an agency of a surety or insurance company, which agency shall have an established and duly licensed resident agent in the State of Mississippi (which resident agent must countersign any Bid Bond provided hereunder or any Payment or Performance Bond provided under the Contract Documents). Bid Security from the three (3) lowest Bidders shall be held by JMAA, without interest, until the contract is awarded, and the lowest and best Responsible Bidder executes and delivers the Agreement, the Payment and Performance Bond, and all other documents required at the time of the execution of the Agreement to JMAA.
5. Statement of Qualifications. Each Bidder must provide the information requested in the Statement of Qualifications (Attachment 4) as part of its Bid. The Statement of Qualifications must be signed and notarized.
6. Disadvantaged Business Enterprises. It is the policy of JMAA that Disadvantaged Business Enterprises, as such term is use in this document, have the maximum meaningful opportunity to participate in performance of the Work. Information regarding the DBE submission requirements may be found below, and the DBE program requirements are set forth in 49 CFR Part 26 and the Disadvantaged Business Enterprises Special Contract Provisions (Attachment 8).
7. JMAA will not allow any changes in a Bidder's Subcontractor's List except for good cause shown and, with respect to DBE subcontractors, satisfaction of the requirements set forth in the Disadvantaged Business Enterprises Special Contract Provisions. (Attachment 8). In all cases, any changes to the Subcontractor List shall require written approval from JMAA.
8. Subcontractors. Each Bidder must provide a list of their material suppliers, proposed subcontractors, including DBE and Non-DBE subcontractors, on the Subcontractor list (Attachment 9).
9. The Subcontractor List must identify all significant portions of the Work allocated among both the Bidder and its proposed subcontractors, including DBEs and non-DBEs. For each DBE firm listed on the Subcontractor

List-Allocation of Work, verification of the firm's DBE certification must be provided. Additionally, once the Bidder becomes JMAA's Contractor for the Work, they must execute subcontracts with those firms (DBEs and non-DBEs) listed on the Subcontractor List and submit fully executed copies of the subcontracts to JMAA prior to JMAA's issuance of a Notice to Proceed.

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

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

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

13. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the Bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

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

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

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

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

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

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

## Public Opening of Bids

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

## Rejection of Proposal

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

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

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

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

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

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

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

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

1.7.1. Evidence of collusion among Bidders;

1.7.2. Non-responsibility, as determined by JMAA in its sole judgment and Discretion;

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

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

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

1.7.6. If the bidder fails to acknowledge all addenda;

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

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

## Evaluation of Bid Proposal

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

## **Additional Terms and Conditions**

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

- 1.1. it has read and understands the Bid Documents (including the Contract Documents)
- 1.2. it has visited JAN and is familiar with the conditions under which the Work will be performed,
- 1.3. it accepts the conditions under which the Work will be performed,
- 1.4. it agrees to provide such other information as may be required by JMAA to evaluate its Bid prior to award of any contract, and
- 1.5. it agrees to execute the Agreement.

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

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

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

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

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

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

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

reproduction under the Mississippi Public Records Law, § 25-61-1 et seq., Mississippi Code of 1972, as amended.

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

## **Notice of Award**

1. Term. The term for the Work will be Five Hundred (500) consecutive calendar days from the date of issuance of a Notice to Proceed by or on behalf of JMAA.

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

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

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

5. Agreement. The selected Bidder will be required to enter into JMAA's Standard Form of Agreement for construction projects, which is made a part hereof fully and completely as if it were attached hereto. The Standard Form of Agreement can be found within the solicitation. The Agreement will contain, among other things, the promises and covenants to perform the Work in accordance with industry standards, provisions required by applicable law and such other terms and conditions, as JMAA deems appropriate. In no event will the Agreement contain any provision which limits the Consultant's liability to JMAA or (ii) indemnifies the Consultant for the acts of JMAA or others.

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

## **Disadvantaged Business Enterprises**

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

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

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

## **Trade Restrictions Certifications**

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

1.2. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

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

1.4. Has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

2. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

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

4. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

4.1. Who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

4.2. Whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or

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



4.4. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

5. The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower-tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

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

# ATTACHMENT 1

## BIDDER'S CHECKLIST

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

### PART I – BID DOCUMENTS

Attachment 1 – Bidder Checklist  
Bidder Checklist **Signed**  Yes  No

Attachment 2 – Bid Proposal Form  
Bid Proposal **Signed** and **Notarized**?  Yes  No

Attachment 3 – Bid Bond  
Bid Bond in the amount of 5% of the Base Bid included?  Yes  No  
If not, certified check in the amount of 5% of the Base Bid included?  Yes  No  
Bid Bond **signed** by Surety's Resident Agent?  Yes  No

Attachment 4 – Statement of Qualifications  
Statement of Qualifications completed, **signed** and **notarized**?  Yes  No  
If a nonresident Bidder, a copy of the Bidder's resident state bid preference law attached?  Yes  No

Attachment 5 – Non-Collusion Certificate  
Non-Collusion Certificate **signed** and **notarized**?  Yes  No

Attachment 6 – Debarment, Lobbying, and Non-Segregated Facilities Certificate  
Certificate Regarding Debarment, Lobbying, and Non-Segregated Facilities **signed** and **notarized**?  Yes  No

Attachment 7 – Buy American Preference  
Appropriate box checked and **signed**?  Yes  No

Attachment 8 – DBE Special Contract Provisions  
**Signed** and **dated**?  Yes  No

Attachment 9 - Subcontractor List  
Subcontractor List **signed** and **dated**?  Yes  No  
Name and contact information for each subcontractor included?  Yes  No  
Statement of whether subcontractor is a DBE or non-DBE included?  Yes  No  
Work divided between Bidder and Bidder's subcontractors so that all work is fully assigned?  Yes  No  
Percentage of Work to be performed by DBE Firms identified?  Yes  No  
Copies of the quotes received for each DBE firm listed on the Subcontractor List?  Yes  No

- Attachment 13 – Form of Agreement  
**Signed and dated?**  Yes  No
- Attachment 16 - Conflicts of Interest and Gratuities  
 Conflicts of Interest and Gratuities signed and dated?  Yes  No
- Attachment 17 – Statement of Affirmations  
 Statement of Affirmations completed, **signed and dated?**  Yes  No
- Attachment 18 – Relevant Work Experience  Yes  No
- Attachment 19 – Procurement QA and Verification Profile Sheet  Yes  No
- Acknowledgement of all Addendums issued for this RFB.  
 All Addendums **signed and dated?**  Yes  No
- Sealed Bid Envelope or Container  
 Bidder's Name and Mississippi Certificate of Responsibility on exterior?  Yes  No  
 JMAA Project Name and Number on exterior?  Yes  No

**PART II –DBE CERTIFICATIONS**

- Attachment 10 –Commitment and Confirmation Form  
 Commitment Form included for EACH Firm?  Yes  No  
 Commitment and Confirmation Forms **signed by Bidder** on Page 1 and **signed and dated by Bidder and Subcontractor** on Page 4?  Yes  No  
 (Submit all 4 pages)  
 If DBE, evidence of DBE certification attached? (Copy of DBE’s letter of notice from certifying agency confirming certification and/or the certificate attached to the letter)  Yes  No
- Attachment 11 – Good Faith Efforts Report  
 DBE Good Faith Efforts Report completed, **signed and dated?**  Yes  No  
 Supporting information attached?  Yes  No
- Attachment 12 – Good Faith Efforts Statement  
 DBE Good Faith Efforts Statement completed, **signed and dated?**  Yes  No  
 Supporting information attached?  Yes  No
- Documentation of good faith efforts by including copies of each DBE and non-DBE subcontractor quote submitted to the Bidder when a non-DBE subcontractor was selected over a DBE for work on the Contract?  Yes  No

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

BIDDER

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By: \_\_\_\_\_

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

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

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Bidder Checklist to be signed and included with bid submittal.

## ATTACHMENT 2

### BID PROPOSAL FORM

In response to the Advertisement for Bids by Jackson Municipal Airport Authority ("JMAA"), the undersigned hereby submits this Bid Proposal pursuant to and in accordance with the Instructions to Bidders, which is a part of the Bid Documents to BAGGAGE BELT REPLACEMENT (JMAA PROJECT NO. 043-24) (the "Work"). Terms defined in the Instructions to Bidders are used herein as therein defined unless otherwise indicated.

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

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

**UNIT PRICES - BASE BID  
OUTBOUND BELTS 1, 2, 4, 5 / INBOUND BELTS 3, 4  
ESTIMATED**

			UNIT	QUANTITY		
1	C-105-6.1	Mobilization (Maximum 10% of Total Bid)	LS	1		
2	SS-111-8.1	Outbound Belt 1 Improvements	LS	1		
3	SS-111-8.2	Outbound Belt 2 Improvements	LS	1		
4	SS-111-8.4	Outbound Belt 4 Improvements	LS	1		
5	SS-111-8.5	Outbound Belt 5 Improvements	LS	1		
6	SS-111-8.9	Inbound Belt 3 Improvements	LS	1		
7	SS-111-8.10	Inbound Belt 4 Improvements	LS	1		

**TOTAL BID - BASE BID**

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01 INBOUND BELT 2

			UNIT	ESTIMATED QUANTITY		
1	C-105-6.1	Mobilization (Maximum 10% of Total Bid) - Additiona	LS	1		
2	SS-111-8.8	Inbound Belt 2 Improvements	LS	1		

TOTAL BID - ADDITIVE ALTERNATE 01

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02 INBOUND BELT 1

			UNIT	ESTIMATED QUANTITY		
1	C-105-6.1	Mobilization (Maximum 10% of Total Bid) - Additional Mobilization for Additive Alternate 02	LS	1		
2	SS-111-8.7	Inbound Belt 1 Improvements	LS	1		

TOTAL BID - ADDITIVE ALTERNATE 02

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OUTBOUND BELTS 3, 6

03

			UNIT	ESTIMATED QUANTITY		
1	C-105-6.1	Mobilization (Maximum 10% of Total Bid) - Additional Mobilization for Additive Alternate 03	LS	1		
2	SS-111-8.3	Outbound Belt 3 Improvements	LS	1		
3	SS-111-8.6	Outbound Belt 6 Improvements	LS	1		

TOTAL BID - ADDITIVE ALTERNATE 03

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



The Bidder attests that:

1. If awarded the contract for the Work, the Bidder will enter into subcontracts, subject to JMAA approval, with the persons and entities shown on the Subcontractor List **Attachment 9** to the Instructions to Bidders) attached to this Bid Proposal for the Work specified.
2. Bidder acknowledges that the participation of the persons and entities shown on the Subcontractor List, particularly the DBE participation, will be a material factor in JMAA's awarding the contract for the Work to the successful Bidder. The Bidder agrees that no other persons or entities will be used in substitution of the foregoing identified persons or entities without the prior, written consent of JMAA.
3. Bidder agrees it shall achieve completion of the Work (including completion or correction of any punch list items) in accordance with the time limit(s) set forth in the Contract Documents. In the event the Bidder fails to complete the Work within the scheduled time or any authorized extension thereof, there shall be deducted from the Contract Sum, as agreed liquidated damages and not as a penalty, the amount of \$500.00 per calendar day for each calendar day that the Work remains incomplete beyond the specified time for completion.
4. Should JMAA award Bidder the right to perform the Work, the undersigned agrees to execute, in three (3) originals, the Agreement, and a Performance Bond and a Payment Bond in the form of **Attachment 14** and **Attachment 15**, respectively, to the Instructions to Bidders, said bonds each being in a penal sum equal to the full contract amount for the Work. The undersigned agrees to deliver such Agreement, Performance Bond, Payment Bond appropriate certificates of insurance and other required information to JMAA within fifteen (15) calendar days following receipt of written notice of the award from JMAA.
5. Accompanying this Bid is Bid Security in the form of either a Bid Bond in the form of **Attachment 3** to the Instructions to Bidders or a certified check in the amount of five percent (5%) of the amount of the Bid, payable to JMAA as liquidated damages in the event the undersigned is given notice of acceptance of its Bid and fails to execute the Agreement or fails to comply with the applicable Performance Bond, Payment Bond or other requirements, as set forth in the Instructions to Bidders or the Agreement, within fifteen (15) calendar days following receipt of written notice of the award from JMAA.
6. By execution below, **Bidder acknowledges receipt** of any and all Addenda and included Acknowledgement forms with this Bid Proposal. Bidder further certifies that it has considered all such Addenda in preparing its Bid. The undersigned acknowledges and agrees that JMAA reserves the right to reject any and all Bids, to re-advertise for Bids, and in the Bids received for any reason at any time prior to execution of the Agreement by the successful Bidder.

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

1. The person signing this Bid Proposal has read and understands the Bid Documents and, on behalf of the Bidder, the person signing the Bid Proposal agrees to the terms, provisions and conditions contained in the Bid Documents.
2. Before submitting this Bid Proposal, Bidder judged for itself all conditions and circumstances relative to this Bid and accepts the conditions under which the Work will be performed.
3. If this Bid Proposal contains mathematical errors or discrepancies in the extension of any Unit Price (the product of the Unit Price multiplied by the Estimated Quantity), the Unit Prices listed in the Base Bid form will control. In the event of any discrepancy between the expression of a bid amount by words or numbers, the numbers shall control.
4. JMAA, in its sole discretion, may reject any Bid submitted by a Bidder that fails to submit its Subcontractor List or other required subcontractor information with its Bid or fails to submit its Commitment and Confirmation Forms to JMAA.
5. Should JMAA award Bidder the right to perform the Work, an authorized representative of the Bidder will execute the Agreement, Bidder will tender a Performance Bond and a Payment Bond in the forms included in these Bid Documents and Bidder will otherwise provide all other required documents within the timeframe prescribed by JMAA.
6. JMAA has established a goal for DBE Work participation of **4.23%**. Bidder has made and will continue to make good faith efforts (as such term is used in 49 CFR Part 26) to ensure that DBE participation is equal to or exceeds JMAA's DBE Participation Contract Goal for the Work and shall take all necessary and reasonable steps to ensure that DBEs have the maximum meaningful opportunity to compete for and perform portions of the Work.
7. JMAA has the right to reject this Bid and all bids submitted for the Work. JMAA also has the right to re-advertise for Bids.
8. Before submitting this Bid, Bidder received and considered any and all Addenda in preparing its Bid.
9. **Bidder is either a "resident contractor" under Section 31-3-21 of the Mississippi Code of 1972, as amended, or has included a copy of the law of its state of residence pertaining to that state's treatment of nonresident bidders.** Bidder acknowledges that resident contractors actually domiciled in Mississippi have preference over a nonresident Bidder in the awarding of public contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident Bidder.

[SIGNATURE PAGE TO FOLLOW]

Respectfully submitted,

BIDDER:

\_\_\_\_\_  
 Name of Bidder  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**ACKNOWLEDGMENT**

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

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

Personally appeared before me, the undersigned authority in and for the said county and state, on this day of \_\_\_\_\_, 2024 , within my jurisdiction, the within named \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed in the above and foregoing instrument and acknowledged that he/she/they executed the same, and that by his/her/their signature(s) on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which he/she/they acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
[SEAL]

**ATTACHMENT 3**

**BID BOND**

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

WHEREAS, the Principal has submitted a Bid to enter into an Agreement with JMAA for Construction and Related Services in connection with the BAGGAGE BELT REPLACEMENT (JMAA PROJECT NO. 043-24). ("Agreement") to which Bid this Bond is attached and made a part.

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

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

IN WITNESS WHEREOF, the Principal and Surety have executed and delivered this instrument, this the \_\_\_\_\_ day of \_\_\_\_\_, 2024. IN WITNESS WHEREOF, said Principal and Surety have executed and delivered this instrument, this, the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Principal  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Surety \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Resident Agent

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

**ATTACHMENT 4**

**STATEMENT OF QUALIFICATIONS**

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

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

My name is \_\_\_\_\_  
(Name of person signing affidavit)

I am \_\_\_\_\_ of \_\_\_\_\_  
(Title of person signing affidavit) (Name of Bidder)

\_\_\_\_\_  
("Bidder").

Bidder is submitting a bid (the "Bid") to the Jackson Municipal Airport Authority ("JMAA") for Construction and Related Services in Connection with the BAGGAGE BELT REPLACEMENT (JMAA PROJECT NO. 043-24) (the "Work").

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

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

Legal Name: \_\_\_\_\_

Type of Business Entity: \_\_\_\_\_

State of Incorporation/Organization: \_\_\_\_\_

Mississippi Certificate of Responsibility Number: \_\_\_\_\_

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

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

The street and mailing addresses for Bidder are as follows:

Street Address:

Mailing Address:

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

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

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

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

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

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

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

Email address: \_\_\_\_\_

1. Attached to this certificate is a description of the duration and extent of Bidder's experience in work similar to the Work. (Reference as Attachment 4-1.)
2. Attached to this certificate is a list, including a contact name, location and date of termination, of all contracts for work similar to the Work of Bidder or of any affiliate of Bidder (any entity controlling, controlled by or under common control with Bidder) that have been terminated either voluntarily or involuntarily prior to completion during the past five (5) years. (Reference as Attachment 4-2.)
3. Attached to this certificate is a list of any judgments or any pending or threatened lawsuits related in any way to any contracts for work similar to the Work performed or to be performed, including without limitation termination thereof, by Bidder or any wholly owned subsidiary or parent of Bidder during the past seven (7) years. (Reference as Attachment 4-3.)
4. Attached to this certificate is a list together with an explanation of the particulars of any fines levied against Bidder or any affiliate of Bidder for violations of any state or federal safety, sanitary or environmental laws (including, without limitation, any fines levied by the Occupational Safety and Health Administration or the Environmental Protection Agency). (Reference as Attachment 4-4.)
5. Attached to this certificate is a detailed description of any loan defaults by Bidder or any affiliate of Bidder. (Reference as Attachment 4-5.)

6. Attached to this certificate is a detailed description of any conviction of any state or federal criminal statute (excluding traffic violations) of any officer, director, partner, member or substantial owner (10% or more of the voting ownership interests) of Bidder. (Reference as Attachment 4-6.)
7. Attached to this certificate is a statement of the Bidder's compliance with DBE participation goals or similar requirements in other contracts and projects during the 5-year period preceding the Bid Deadline (Reference as Attachment 4-7).

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

Signature

By: \_\_\_\_\_

Printed Name

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

Signature

[SEAL]

Printed Name



**ATTACHMENT 5**

**NON-COLLUSION CERTIFICATE**

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

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

My name is \_\_\_\_\_  
(Name of person signing affidavit)

I am \_\_\_\_\_ of \_\_\_\_\_  
(Title of person signing affidavit) (Name of Bidder)

\_\_\_\_\_  
("Bidder").

Bidder has prepared a bid (the "Bid") to submit to the Jackson Municipal Airport Authority ("JMAA") for Construction and Related Services Connection with the BAGGAGE BELT REPLACEMENT (JMAA PROJECT NO. 043-24) (the "Work").

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

1. I have sufficient knowledge about the preparation and contents of the Bid to make the certification set forth herein.
2. The facts contained in the Bid are true, and the Bidder's Bid is genuine and not a sham.
3. Bidder did not communicate with any other bidder or competitor for the Work to arrive at the prices submitted in the Bid.
4. Neither I, nor any officer, partner, owner, agent, representative or employee of the Bidder, has entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding for the Work.
5. Bidder has not disclosed its Bid amount/Bid Proposal to any other bidder or competitor for the Work.
6. Bidder did not influence and did not attempt to influence anyone to:
  - a. Submit a false bid or sham bid for the Work.
  - b. Refrain from bidding or to withdraw any submitted bid for the Work.
  - c. Raise or lower a bid price submitted for the Work.

[SIGNATURE PAGE TO FOLLOW]

Respectfully submitted,  
BIDDER: \_\_\_\_\_

(Name of Bidder)

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

(Signature)

By: \_\_\_\_\_

(Printed Name)

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

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

(Signature)

[SEAL]

(Printed Name)

**ATTACHMENT 6**

**CERTIFICATE REGARDING DEBARMENT, LOBBYING**

**AND NON-SEGREGATED FACILITIES**

Bidder Name: \_\_\_\_\_

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

The Bidder certifies, by submission of its Bid and/or execution of the Agreement, that no Federal appropriated funds shall be paid, by or on behalf of the Bidder, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the Bidder shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

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

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

\_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_

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

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

## ATTACHMENT 7

### BUY AMERICAN PREFERENCE

#### Certificate of Buy American Compliance for Manufactured Products

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

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

#### CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

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

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

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

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

Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

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

### **Required Documentation**

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

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

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

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

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

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Date

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Signature

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Company Name

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Title

## ATTACHMENT 8

### DISADVANTAGED BUSINESS ENTERPRISES SPECIAL CONTRACT PROVISIONS

#### A. DBE POLICY.

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

#### B. NONDISCRIMINATION.

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

#### C. DBE GOALS AND GOOD FAITH EFFORTS.

JMAA has established a goal for DBE participation in the Work of **10.21%**. The goal is expressed as a percentage of the original contract amount and will apply throughout the term of the Agreement unless JMAA determines otherwise as provided below.

1. When award is made with DBE participation less than the contract goal, the Contractor shall continue to make good faith efforts throughout the performance of the Work to increase the DBE participation to meet the contract goal.

2. Whenever contract supplements, extra work orders, or change orders are made that individually, or in the aggregate, increase the total dollar value of the Contract, the Contractor shall make good faith efforts to maintain the level of DBE participation as established in the Contract Documents.

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

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

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

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

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

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



D. FAILURE TO COMPLY WITH DBE REQUIREMENTS.

All Bidders and all potential subcontractors, suppliers and materialmen are hereby advised that failure to carry out the requirements set forth herein shall constitute a breach of contract and may result in rejection of the bid; termination of the contract; a deduction from the contract funds due or to become due the contractor; or other such remedy as JMAA deems appropriate.

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

E. ELIGIBILITY OF DBEs.

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

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

Firms certified subsequent to the publication of updates to this directory may be counted toward a project's DBE goal, but only if their certification is active at the time of the Bid Opening. Contractors should contact **DBE Personnel** to verify the current status of a firm's certification.

F. COUNTING DBE PARTICIPATION TOWARD DBE GOALS.

1. When a DBE participates in a contract, you count only the value of the Work actually performed by the DBE toward DBE goals.
  - a. Count the entire amount of that portion of a construction contract (or other contract not covered by paragraph (a)(2) of this section) that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the Work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).
  - b. Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or

managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

- c. When a DBE subcontracts part of the Work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
2. When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the Work of the contract that the DBE performs with its own forces toward DBE goals.
  3. Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.
    - a. A DBE performs a commercially useful function when it is responsible for execution of the Work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the Work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, you must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the Work it is actually performing, and the DBE credit claimed for its performance of the Work, and other relevant factors.
    - b. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, you must examine similar transactions, particularly those in which DBEs do not participate.
    - c. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the Work of a contract than would be expected on the basis of normal industry practice for the type of work involved, you must presume that it is not performing a commercially useful function.
    - d. When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (c)(3) of this section, the DBE may present evidence to rebut this presumption. You may determine that the firm

is performing a commercially useful function given the type of work involved and normal industry practices.

- e. Your decisions on commercially useful function matters are subject to review by the concerned operating administration but are not administratively appealable to DOT.
4. Use the following factors in determining whether a DBE trucking company is performing a commercially useful function:
- a. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
  - b. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
  - c. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
  - d. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
  - e. The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement. If a recipient chooses this approach, it must obtain written consent from the appropriate DOT operating administration.

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

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

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

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

- 5. Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

- a. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals.
- b. For purposes of this paragraph (a)(5), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
  - i. If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals.
  - ii. For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
    - 1. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and

under its own name, in the purchase and sale or lease of the products in question.

2. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph (b)(2)(ii) if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
- c. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph (e)(2).
  - d. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals, however.
  - e. You must determine the amount of credit awarded to a firm for the provisions of materials and supplies (e.g., whether a firm is acting as a regular dealer or a transaction expediter) on a contract-by-contract basis.
  - f. If a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, do not count

the firm's participation toward any DBE goals, except as provided for in §26.87(i)).

- g. Do not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward your overall goal.
- h. Do not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

G. AWARD DOCUMENTATION AND PROCEDURE.

To demonstrate the Bidder's participation by DBEs, all Bidders must comply with the submission requirements outlined in paragraphs 6.6 through 6.18 of the Instructions to Bidders. Failure to do so may result in a Bid being determined to be non-responsive.

H. POST AWARD COMPLIANCE.

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

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

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

performance of the Work. If, at the completion of the Work, the Contractor has failed to meet JMAA's DBE participation goal and has not demonstrated good faith efforts or obtained a reduction of the goal, JMAA may withhold an amount equal to the difference between the DBE goal and the actual DBE participation achieved as damages.

13. Prior to final payment by JMAA, the Contractor shall file with JMAA a detailed list showing each DBE used on the Work, the Work performed by each DBE and the amount paid to each DBE. The list shall show the actual dollar amount paid to each DBE for the creditable Work performed, less any rebates, kickbacks, deductions, withholdings, or other repayments made. The list shall be certified under penalty of perjury to be accurate and complete. JMAA will use this certification and other information available to determine if the Contractor has satisfied the DBE contract goal and the extent to which DBEs were fully paid for that Work. The Contractor acknowledges that the information is supplied to obtain payment from JMAA which includes federal assistance from the USDOT.
14. Failure on the part of the Contractor to achieve the DBE participation to which the Contractor committed in the Agreement may result in damages being imposed on the Contractor by JMAA for breach of contract and for non-compliance. If the contract was awarded with less than the original DBE contract goal proposed by JMAA, the revised and lower amount shall become the final DBE contract goal, and that goal shall be used to determine any damages to be assessed. Additionally, JMAA may impose any other administrative sanctions or remedies available at law or provided by the Agreement in the event of breach by the Contractor by failing to satisfy the Contractor's DBE commitment. However, no damages will be assessed, and no other administrative sanctions or remedies will be imposed when, for reasons beyond the control of the Contractor, and despite the good faith efforts made by the contractor, the final DBE contract goal was not achieved.

#### I. SUBSTITUTIONS OF DBE FIRMS AFTER AWARD.

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



of DBEs will only be allowed for good cause. For purposes of this paragraph, good cause includes the following circumstances:

- a. The listed DBE Sub-Contractor fails or refuses to execute a written contract.
  - b. The listed DBE Sub-Contractor fails or refuses to perform the Work of its subcontract in a way consistent with normal industry standards. However, good cause does not exist if the failure or refusal of the DBE Sub-Contractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor.
  - c. The listed DBE Sub-Contractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
  - d. The listed DBE Sub-Contractor becomes bankrupt, insolvent, or exhibits credit unworthiness.
  - e. The listed DBE Sub-Contractor is ineligible to work on public projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law.
  - f. It has been determined by JMAA, that the listed DBE subcontractor is not a responsible contractor.
  - g. The listed DBE subcontractor voluntarily withdraws from the project and provides written notice of its withdrawal.
  - h. The listed DBE is ineligible to receive DBE credit for the type of work required.
  - i. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract; or
  - j. Other documented good cause that compels the termination of the DBE subcontractor
3. A provision stating the following will be included by JMAA in the contract to be executed by the prime:
- a. That the contractor shall utilize the specific DBEs listed to perform the specified work and supply the specified materials unless the contractor obtains written consent from JMAA as provided in this section; and
  - b. That unless JMAA consent is provided as required by this section, the contractor shall not be entitled to any payment for the specified work or specified material unless it is performed or supplied by the listed DBE.
4. Before submitting a request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice to the DBE subcontractor with a copy to JMAA's Director of Disadvantaged Business Enterprises. The notice must include the

reason for the request. The DBE must be given five days to respond to the prime contractor's notice. The response must include the reasons for any objections and why the request should not be approved. The five-day period may be shortened in cases of public necessity (e.g., safety).

5. In addition to post-award termination, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms.
6. When a DBE subcontractor is terminated as provided in this section or fails to complete its work on the contract for any reason, the prime contractor must make a good faith effort to find another DBE subcontractor to substitute for the original DBE. The good faith effort must be directed at finding another DBE to perform at least the same amount of work. The good faith effort must be documented by the prime contractor.
7. In instances prior to execution of a contract between JMAA and prime contractor and/or prime contractor and DBE subcontractor, where a DBE that was listed in the bid is unwilling or unable to perform the items of work specified in the Bid Proposal, the Bidder must immediately notify JMAA. If any resulting change would create a shortfall of DBE participation from that previously committed and/or approved in the bid, the Bidder shall immediately take steps to obtain another certified DBE to perform an equal amount of allowable credit work or make documented good faith efforts to do so. The new DBE's name and designated work shall be submitted to JMAA's Director of Disadvantaged Business Enterprises for approval. The Bidder's request should consist of the Substitution Form (available from JMAA) and a revised Commitment and Confirmation Form (see Attachment 9). If the Bidder is unable to replace a DBE with another DBE for the applicable work, a good faith effort shall be made to subcontract other items to DBEs in order to sustain the previously committed and/or approved level of DBE participation. JMAA will determine if the Bidder made an acceptable good faith effort in awarding work to DBE firms. JMAA may allow an adjustment of the DBE participation as appropriate, depending on individual project circumstances.

#### J. RECORD KEEPING REQUIREMENTS.

The Contractor shall keep such records as are necessary for JMAA to determine compliance with the DBE contract obligations. These records shall include: the names of subcontractors, including DBEs; copies of all fully executed subcontracts; the type of work being performed; documentation such as canceled checks and paid invoices verifying payment for work, services, materials, supplies and equipment; and documentation of correspondence, oral contacts, telephone calls, and other efforts to obtain services of DBEs. When requested, the Contractor shall submit copies of all subcontracts and other documents and project related items to JMAA's Director of Disadvantaged Business Enterprises. JMAA reserves the right to investigate, monitor and/or review actions, statements, and documents submitted by any contractor, subcontractor, material men or suppliers.

K. REPORTING REQUIREMENTS.

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

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

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

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

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

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

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

requirement and that the damage assessment will be enforced in addition to, and not in lieu of, any other general liquidated damages clause in the Agreement. By submitting a bid for this federal-aid contract, and by entering into the Agreement, the Contractor irrevocably agrees to such an assessment of liquidated damages for DBE Program purposes and authorizes JMAA to make such an assessment of liquidated damages against the Contractor, and to collect that assessment from any sums due the Contractor under the Agreement, or any other contract, or by other legal process.

\_\_\_\_\_  
Name of Bidder's Authorized Agent

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**ATTACHMENT 9**

**SUBCONTRACTOR LIST**

Bidder Name: \_\_\_\_\_

The subcontractors and suppliers shown on this form will be a material consideration in JMAA making an award. The persons and entities shown on this Subcontractor List must perform the Work in the amounts listed and for the prices listed below. JMAA'S WRITTEN APPROVAL IS REQUIRED BEFORE SUBSTITUTION OF ANY OF THE SUBCONTRACTORS OR SUPPLIERS LISTED BELOW OR CHANGING THE AMOUNT OF WORK ASSIGNED TO ANY SUBCONTRACTOR OR SUPPLIER LISTED BELOW.

JMAA has established a goal of **4.23%** for DBE participation in the Work. Each Bidder must submit a completed Commitment and Confirmation Form for each subcontractor and DBE supplier shown on this Subcontractor List.

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

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

**Allocation of Work.**

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

<b>BAGGAGE BELT REPLACEMENT (JMAA PROJECT NO. 043-24)</b>				
<b>ITEM NO.</b>	<b>ITEM</b>	<b>NAME OF SUBCONTRACTOR, SUPPLIER OR VENDOR</b>	<b>DBE? YES/NO</b>	<b>SUBCONTRACT/ PURCHASE AMOUNT</b>

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

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

Identification of Subcontractors and Suppliers.

Fully identify and answer each question regarding the subcontractors and suppliers proposed to perform Work on this Project.

Name of Subcontractor/Supplier: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

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

City/State/Zip: \_\_\_\_\_

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

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

Federal Identification Number: \_\_\_\_\_

Subcontractor/Supplier (check applicable statement):

- is a non-DBE.
- is a certified DBE (provide evidence of certification from the program indicated below)
- Mississippi Unified Certification Program
  - Mississippi Development Authority
  - City of Jackson, MS
  - Small Business Administration's 8(a) Program

Will Subcontractor/Supplier perform \$50,000 or more in Work?  Yes  No

If yes, provide the Mississippi Certificate of Responsibility Number: \_\_\_\_\_.

Age of Firm:

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

Annual Gross Receipts:

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

Make copies of this form as needed.



**ATTACHMENT 10**  
**COMMITMENT AND CONFIRMATION FORM**  
**BAGGAGE BELT REPLACEMENT**  
**(JMAA PROJECT NO. 043-24)**

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

Name of Bidder: \_\_\_\_\_

**1. SUBCONTRACTOR COMMITMENT:**

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

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

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

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

\_\_\_\_\_  
Bidder's Authorized Representative (**Signature**)

\_\_\_\_\_  
Title

\_\_\_\_\_  
(Print Name)

**CHECK ONE:**

**Subcontractor**  
**Subcontractors**

*(Fully complete Parts I and III)*

**Subcontractor with Lower-Tier**

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

**PART I: SUBCONTRACTOR PARTICIPATION**

1. **TO:** \_\_\_\_\_  
(Name of Prime Contractor)

**FROM:** \_\_\_\_\_  
(Name of Subcontractor)

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

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

3. The undersigned Subcontractor/Supplier (check applicable statements):

***NOTE:** Pursuant to the JMAA's policies, DBE firms participating in the Disadvantaged Business Enterprises (DBE) Program must have "current" certification status under the Mississippi Uniform Certification Program (MUCP) prior to contract award. DBE Firms must be fully certified under the MUCP to be counted towards the JMAA's DBE goals on this project. Evidence of DBE certification under the MUCP must be attached to this form.*

- is a Non-DBE.  
 has been certified as a DBE under the MUCP.

4. The undersigned Subcontractor/Supplier is prepared to perform the following described work and/or supply the materials listed in connection with the above project (where applicable specify "supply" or "install" or both) and at the following price \$\_\_\_\_\_.

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**PART III: SIGNATURES**

\_\_\_\_\_  
(Name of Prime Contractor) BY: \_\_\_\_\_ PHONE: \_\_\_\_\_  
(Signature of Authorized Representative)

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Name of Subcontractor) BY: \_\_\_\_\_ PHONE: \_\_\_\_\_  
(Signature of Authorized Representative)

DATE: \_\_\_\_\_

**PART IV: DBE Participation Verification**

**To be completed by JMAA DBE Representative:**

Total DBE participation amount: \$ \_\_\_\_\_

Overall \_\_\_\_\_% DBE participation

Reviewed for Content and Completeness: \_\_\_\_\_

\_\_\_\_\_

*DBE Representative*

**ATTACHMENT 11**

**JACKSON MUNICIPAL AIRPORT AUTHORITY  
GOOD FAITH EFFORTS REPORT**

**PROJECT: BAGGAGE BELT REPLACEMENT**

**PROJECT/CONTRACT NUMBER: 043-24**

**PRIME CONTRACTOR: \_\_\_\_\_**

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

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

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

(Attach additional pages as necessary)

Signature \_\_\_\_\_ Date \_\_\_\_\_

**ATTACHMENT 12**

**JACKSON MUNICIPAL AIRPORT AUTHORITY**

**CONTRACTOR’S GOOD FAITH EFFORTS STATEMENT**

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

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

Organization:	__Contact Person:	—	Date of Contact:		
Organization:	__Contact Person:	—	Date of Contact:		

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Prime Contractor's Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**ATTACHMENT 13**  
**FORM OF AGREEMENT**

Name of Bidder's Authorized Agent	Signature
Title	Date

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

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STANDARD FORM OF AGREEMENT BETWEEN  
JACKSON MUNICIPAL AIRPORT AUTHORITY AND CONTRACTOR

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ARTICLE 1 DEFINITIONS, REPRESENTATIONS, CONTRACT DOCUMENTS & OWNERSHIP  
ARTICLE 2 ADMINISTRATION OF THE CONTRACT  
ARTICLE 3 THE WORK OF THIS CONTRACT  
ARTICLE 4 CONTRACTOR'S WARRANTY  
ARTICLE 5 PERFORMANCE AND PAYMENT BONDS  
ARTICLE 6 DATE OF COMMENCEMENT AND COMPLETION  
ARTICLE 7 CONTRACT SUM  
ARTICLE 8 PROGRESS PAYMENTS  
ARTICLE 9 FINAL PAYMENT  
ARTICLE 10 SUBCONTRACTORS  
ARTICLE 11 GRATUITIES AND COMPENSATION  
ARTICLE 12 ACCOUNTING RECORDS  
ARTICLE 13 VARIOUS FEDERAL PROGRAMS  
ARTICLE 14 OCCUPATIONAL SAFETY ACT  
ARTICLE 15 REQUIRED CERTIFICATIONS  
ARTICLE 16 ENVIRONMENTAL  
ARTICLE 17 TERMINATION/SUSPENSION  
ARTICLE 18 INDEMNITY  
ARTICLE 19 INSURANCE  
ARTICLE 20 SAFETY AND SECURITY  
ARTICLE 21 LOBBYING  
ARTICLE 22 BREACH  
ARTICLE 23 DISPUTES  
ARTICLE 24 NOTICES  
ARTICLE 25 GENERAL  
ARTICLE 26 CONTRACT DOCUMENTS

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STANDARD FORM OF AGREEMENT BETWEEN  
JACKSON MUNICIPAL AIRPORT AUTHORITY AND CONTRACTOR

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Project:

JMAA Project Number:

Airport Designation:

This STANDARD FORM OF AGREEMENT ("Agreement") is made by and between

The Owner: Jackson Municipal Airport Authority ("JMAA"), a municipal airport authority organized and existing under the laws of the State of Mississippi and

The Contractor: \_\_\_\_\_ ("Contractor") a \_\_\_\_\_ corporation.

**RECITALS:**

- A. JMAA desires to construct the improvements described in the Contract Documents (as hereafter defined).
- B. Contractor desires to construct the improvements described in the Contract Documents and to otherwise perform the Work (as hereafter defined) on the terms and conditions set forth in this Agreement and the other Contract Documents.

**AGREEMENT:**

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

**1. DEFINITIONS**

For purposes of this Agreement, the following terms shall have the following meanings:

- 1.1. Agreement means this Standard Form of Agreement between JMAA and Contractor.
- 1.2. Airport means \_\_\_\_\_.
- 1.3. Application Deadline means the deadline for Contractor's submission of applications for payment, as provided in Section 8.2 of the Agreement.
- 1.4. Change Order means a written directive from JMAA that orders an increase or decrease in the Work.
- 1.5. Completion means completion, as determined by Engineer, of all portions of the Work in accordance with the Contract Documents including, without limitation, completion or correction of any punch list items or non-conforming Work.
- 1.6. Contract has the meaning designated in Section 1.36 of this Agreement.
- 1.7. Contract Documents means those documents identified in Section 1.36 of this Agreement and includes all Plans, Drawings, Technical Specifications, computations, sketches, data, surveys, models, photographs, renderings and other like materials relating to the Work and/or the Project.
- 1.8. Contract Sum is the total amount, as may be amended by authorized adjustments, set forth in Article 7 of this Agreement payable by JMAA to Contractor for performance of the Work under the Contract Documents.
- 1.9. Contract Time is the period of time, as may be amended by authorized adjustments, allotted in Article 6 of this Agreement for Completion of the Work.
- 1.10. Contractor means \_\_\_\_\_, its successors and permitted assigns.
- 1.11. DBE means Disadvantaged Business Enterprise, for the purpose of this document the firms meeting the following criteria: Disadvantaged Business Enterprises ("DBEs") by the Mississippi Unified Certification Program ("MUCP"), Jackson Municipal Airport Authority, and the Mississippi Department of Transportation ("MDOT").
- 1.12. DOT means the United States Department of Transportation.
- 1.13. Drawings or Plans means the official drawings or exact reproductions which show the location, character, dimensions and details of the Airport and the Work to be done and which are considered a part of the Contract, supplementary to the Specifications.

- 1.14. Engineer means a design professional chosen by JMAA.
- 1.15. FAA means the Federal Aviation Administration, an operating administration of the DOT.
- 1.16. JMAA means the Jackson Municipal Airport Authority, a municipal airport authority organized and existing under the laws of the State of Mississippi.
- 1.17. Modification means a Supplemental Agreement signed by both JMAA and Contractor or a Change Order.
- 1.18. Notice to Proceed means the written notice to Contractor to commence the Work.
- 1.19. Product Data means all illustrations, standard schedules, performance charts, brochures, diagrams and other information furnished by Contractor to illustrate materials or equipment for some portion of the Work.
- 1.20. Project means the project of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by JMAA or by separate contractors.
- 1.21. Project Manual means the volume of documents and forms assembled for the Work which may include the bidding requirements, sample forms, conditions of the Contract and Specifications.
- 1.22. Samples are physical examples which illustrate materials, equipment or workmanship.
- 1.23. Security Regulations means the security requirements of 49 CFR Part 1542, and JMAA's security program, as currently in force and as may be hereafter amended.
- 1.24. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by Contractor to illustrate some portion of the Work.
- 1.25. Specifications means those portions of the Contract Documents consisting of the written directions and requirements for completing the Work, including materials, equipment, construction systems, standards and workmanship and performance of related services. The Specifications include any general, special and supplementary provisions of the Contract.
- 1.26. Subcontractor means a person or entity who has a direct contract or agreement with Contractor to perform a portion of the Work.
- 1.27. Sub-subcontractor means a person or entity who has a direct or indirect contract or agreement with a Subcontractor to perform a portion of the Work.

- 1.28. Substantial Completion means the stage in the progress of the Work when the Work or designated portions thereof are determined by JMAA to be sufficiently complete in accordance with the Contract Documents that the Work or a portion thereof could be used as intended.
- 1.29. TSA means the Transportation Security Administration, an operating administration of the United States Department of Homeland Security.
- 1.30. Work means the construction and related services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, tools, equipment, incidentals and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

## **REPRESENTATIONS**

Contractor represents, covenants and warrants to JMAA as follows:

- 1.31. Contractor is a corporation, duly organized, validly existing and in good standing under the laws of the State of \_\_\_\_\_.
- 1.32. Contractor holds a valid and current certificate of responsibility from the Mississippi Board of Contractors for the Work or is exempt from such requirements.
- 1.33. Contractor is knowledgeable of all federal, state and local laws, codes, rules and regulations applicable to the Project and the Work shall comply with all applicable laws, codes, rules and regulations.
- 1.34. Contractor is experienced and fully qualified to perform the Work set forth or otherwise contemplated by the Contract Documents, and Contractor is properly licensed in accordance with all applicable laws to perform the Work. Contractor has taken all action necessary or appropriate to enter into this Agreement and this Agreement constitutes a valid and binding obligation of Contractor.
- 1.35. Contractor shall timely obtain and pay for all licenses and permits necessary for operations at \_\_\_\_, including but not limited to a City of Jackson Mississippi Business Privilege License and registration with the Mississippi Secretary of State throughout the term of this Agreement.

## **THE CONTRACT DOCUMENT**

- 1.36. The Contract Documents form the Contract for construction. The Contract Documents consist of the Advertisement for Bids, the Instructions to Bidders, the Bid, this Agreement (and all Exhibits referred to herein or attached hereto), Drawings, Plans, Technical Specifications, General Provisions, Special Provisions, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and

Modifications issued after execution of this Agreement; these form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than Modifications, appears in Article 26.

- 1.37. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. In the event of a conflict between or among the Contract Documents, all terms of this Agreement shall supersede any terms stated within the Technical Specifications. In addition, Contractor shall perform Work and obligations of the higher quality, larger quantity, greater expense, tighter schedule and more stringent requirements, unless otherwise directed in writing by JMAA.
- 1.38. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral.

## **OWNERSHIP OF DOCUMENTS**

- 1.39. The Contract Documents, including all Plans, Drawings, Specifications, Computations, sketches, data, surveys, models, photographs, renderings and other like materials relating to the Work and/or the Project are the property of JMAA. Contractor may retain one contract record set. All copies of the Contract Documents, except Contractor's record set, shall be returned to JMAA upon completion of the Work.
- 1.40. The Contract Documents are for use solely with the Project. Contractor, Subcontractors, Sub-subcontractors and material and equipment suppliers are granted a limited license to use and reproduce applicable portions of the Contract Documents appropriate to and for use in the execution of their Work under the Contract Documents.
- 1.41. Contractor represents and warrants that neither Contractor, nor any Subcontractor, Sub-subcontractor or supplier shall use any of the Contract Documents in whole or in part on any other project without the specific, prior, written consent of JMAA.

## **2. ADMINISTRATION OF THE CONTRACT**

- 2.1. JMAA will name an Engineer ("Engineer") who will provide administration of the Contract during construction through completion of all portions of the work. This Engineer will have authority to act on behalf of JMAA only to the extent provided in the Contract Documents, unless otherwise directed in writing by JMAA.
- 2.2. Engineer will visit the site at intervals appropriate to the stage of construction to determine the progress and quality of the completed Work and to determine if the Work is being performed in such a manner that the Work, when completed, will be in accordance with the Contract Documents.

- 2.3. Engineer will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, which shall all remain the sole responsibility of Contractor throughout the performance of the Contract.
- 2.4. Engineer will have authority to reject Work which does not conform to the Contract Documents. Whenever JMAA considers it necessary or advisable for implementation of the intent of the Contract Documents or to assess the quality or quantity of Contractor's Work, JMAA will have authority to require additional inspection or testing of the Work, which shall be conducted at Contractor's sole expense.
- 2.5. Notwithstanding Engineer's approval of any Work, Contractor shall remain responsible and liable for any defective, incomplete or nonconforming Work and for full performance in strict compliance with the Contract Documents.

### **3. THE WORK OF THIS CONTRACT**

- 3.1. Contractor shall perform and complete the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others. The Work includes all work specifically set forth in the Contract Documents and further includes everything reasonably inferable, necessary or customary for the proper execution, functioning, connection and completion of all work referred to by the Contract Documents. All Work shall be subject to the satisfaction and approval of JMAA.
- 3.2. Contractor shall provide and pay for all labor, materials, tools, equipment, permits, fees, licenses, facilities, supervision, management, financing, services, shop drawings, submittals, testing, inspections, transportation, scaffolding, cleanup, trash removal, scheduling information, documents, quality control, insurance, bonding, taxes and every other thing of whatever nature necessary to fully perform all obligations in a first-class, workmanlike manner and in every respect complete the Work required by the Contract Documents.
- 3.3. Contractor shall perform the Work in strict accordance with the Contract Documents. Contractor shall not deviate from the Plans and Specifications without the written consent of JMAA in the form of a Modification, which consent shall be obtained prior to performing or utilizing such deviations. Any deviations not properly approved and authorized shall be considered defective. Any changes in the Plans or Specifications, or substitution of materials as an "or equal", or any other proposal of Contractor shall be Contractor's full responsibility, despite any approval by JMAA. Contractor shall indemnify, defend, exonerate, and hold harmless JMAA from all damages, losses, costs, delays and liability incurred by JMAA, the Engineer and any third parties as a result of deviations, substitutions, options and alternates selected or performed by Contractor.



- 3.4. Contractor shall prepare and maintain at the Project site a complete and accurate record set of as-built drawings, which shall be updated daily. Contractor shall submit a complete set of as-built drawings to JMAA at the time of Contractor's submission of its Application for Payment. Receipt of the final, complete set of as-built drawings will be a condition precedent to JMAA's release of final payment to Contractor.
- 3.5. Contractor shall furnish for approval all Shop Drawings, Product Data, schedules, reports, diagrams, layouts, cuts, explanations, setting plans, catalog references, Samples, and other data in the number and with the content regarded by JMAA as necessary or desirable. Approval of any Shop Drawings or other submittals furnished by Contractor shall not relieve Contractor from its responsibility of complying strictly with all requirements of the Contract Documents. Contractor shall make any corrections to Shop Drawings or other submittals required by JMAA and file with JMAA corrected copies in the number requested. Contractor shall perform no portion of the Work requiring submittal and review until JMAA has approved the respective submittal.
- 3.6. Contractor shall coordinate its Work hereunder with the work and requirements and with the efforts of all other contractors and professional disciplines performing services or work with respect to this Project and other projects at the project site, irrespective of whether such other contractors or professionals are engaged by JMAA, by Contractor, or by others.
- 3.7. Promptly after execution of this Agreement, Contractor shall prepare and submit for JMAA's information a Contractor's construction schedule for the Work, which shall include a schedule of submittals that allows JMAA reasonable time for review. Contractor's schedule shall not exceed the time limits established by the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, and shall provide for expeditious and practicable execution of the Work.
- 3.8. Promptly after execution of this Agreement, Contractor shall prepare and submit for JMAA's information and approval, a Schedule of Values which allocates the entire Contract Sum among the various portions of the Work. The Schedule of Values shall be prepared in such form and be supported by such data to substantiate its accuracy as JMAA may require. The Schedule of Values, unless objected to by JMAA, shall be used as a basis for reviewing Contractor's Application for Payment.
- 3.9. Contractor shall keep the premises free from rubbish, debris, waste and surplus materials resulting from Contractor's operations and activities. Upon completion of the Work, Contractor shall remove from and about the Project all waste materials, rubbish, Contractor's tools, construction equipment, machinery, vehicles and surplus materials. If Contractor fails to clean up as required, JMAA may do so by contract or otherwise and the cost thereof shall be charged to Contractor.

- 3.10. JMAA reserves the right to increase or decrease the scope of the Work performed by Contractor under the Contract Documents, which changes shall be in the form of a Supplemental Agreement executed by JMAA's Procurement Department and Contractors or a written Change Order executed by JMAA utilizing JMAA's currently approved Change Order Form, which will be provided upon request. An appropriate increase or decrease in the Contract Sum and/or Contract Time shall be made for all such changes in the scope of the Work. Contractor shall be obligated to comply with any Change Order issued in accordance with this provision. Oral changes to this Agreement or pertaining to the Work are not valid and shall not be enforceable. Contractor shall have no claim or entitlement to payment for any additional work performed or for any added compensation unless, prior to performance, Contractor receives a properly executed Change Order.

#### **4. CONTRACTOR'S WARRANTY**

- 4.1. Contractor guarantees and warrants the Work to comply strictly with this Agreement and the Contract Documents. Contractor further warrants and guarantees that the Work and all materials and equipment furnished in connection therewith are new, of good material and workmanship, free from defects, fit, safe, merchantable, and sufficient for the purposes intended. Contractor further guarantees and warrants that Contractor has good title to all such work, material, and equipment. Any Work not conforming to these requirements shall be considered defective. Contractor shall take all steps necessary to transfer or assign the rights and benefits of any manufacturer's warranties to JMAA.
- 4.2. Contractor agrees to promptly perform maintenance, make repairs, replace, correct, or otherwise remedy any Work considered by JMAA to be defective or noncompliant with the Agreement or Contract Document, as directed by JMAA and without cost to JMAA.
- 4.3. Contractor's guarantees and warranties shall extend for not less than one (1) year after Completion, or for such longer period of time as may be specified elsewhere in the Contract Documents. The warranties and guarantees set forth here in the Contract Documents are in addition to any other warranties or guarantees provided by law or by separate agreement.
- 4.4. JMAA may demand, and Contractor shall give, satisfactory assurances, from time-to-time, that Contractor will satisfy all guarantees and warranties.
- 4.5. The lapse of the period for Contractor's guarantees and warranties shall not relieve Contractor from otherwise adhering to all terms and conditions of this Agreement.

#### **5. PERFORMANCE AND PAYMENT BONDS**

- 5.1. At the time of execution of the Agreement, Contractor shall post a Performance Bond in the form specified by JMAA in a penal sum equal to 100% of the Contract Sum for the Work. A surety company licensed in the State of Mississippi and appearing on the

United States Treasury Department's most current list (Circular 570, as amended) must issue the Performance Bond.

- 5.2. At the time of execution of the Agreement, Contractor shall post a Payment Bond in the form specified by JMAA in a penal sum equal to 100% of the Contract Sum for the Work. A surety company licensed in the State of Mississippi and appearing on the United States Treasury Department's most current list (Circular 570, as amended) must issue the Payment Bond.
- 5.3. Contractor's obligations under this Agreement and under the Contract Documents shall be equally the obligation of the surety for Contractor's performance bond as if all terms and conditions of this Agreement were set forth verbatim in the performance bond. The surety's obligations shall not terminate upon substantial or final completion of the Work but shall continue thereafter for so long as Contractor has any obligations of whatever nature under this Contract.

## **6. DATE OF COMMENCEMENT AND COMPLETION**

- 6.1. Contractor shall commence the Work on the date specified in a Notice to Proceed issued by or on behalf of JMAA and shall thereafter diligently pursue the Work until fully completed in accordance with the terms of the Contract Documents or until this Agreement is terminated. Contractor shall achieve Substantial Completion of all the Work not more than twenty-one (21) consecutive calendar days following issuance of the Notice to Proceed, subject to adjustments in the Contract Time as provided in the Contract Documents. In the event Contractor fails to reach Substantial Completion of the above-described items of Work within the Contract Time, or any authorized extension thereof, there shall be deducted from the Contract Sum, as agreed liquidated damages and not as a penalty, the sum of \$ \_\_\_\_\_ per calendar day that the Work remains incomplete. If the amount of such liquidated damages exceeds the amounts retained by JMAA, Contractor shall pay the deficiency to JMAA promptly upon demand.
- 6.2. Contractor shall complete all elements of the Work (including completion or correction of all punch list items) not more than thirty (30) days following the date of Substantial Completion. In the event Contractor fails to achieve completion of all the Work within thirty (30) calendar days following the date of Substantial Completion, there shall be deducted from the amounts due Contractor, as agreed liquidated damages and not as a penalty, the sum of \$ \_\_\_\_\_ per calendar day that the Work remains incomplete beyond the time allowed for Completion. If the amount of such liquidated damages exceeds the amounts retained by JMAA, Contractor shall pay the deficiency to JMAA promptly upon demand.
- 6.3. Time is of the essence with respect to each and every provision of this Agreement, including without limitation, commencement and Completion of the Work. By executing the Agreement, Contractor represents that the Contract Time is a reasonable period for performing the Work. Contractor shall strictly adhere to the Contract Time

and shall immediately inform JMAA in writing of any situation which becomes known to Contractor potentially causing a delay in achieving Completion within the Contract Time. Contractor acknowledges that JMAA may sustain financial loss or other damages for which Contractor may be liable if the Project or any part thereof is delayed because Contractor fails to perform any part of the Work in accordance with this Agreement.

## **7. CONTRACT SUM**

- 7.1. JMAA shall pay Contractor in current funds for Contractor's performance of the Contract the Contract Sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), subject to additions and deductions as provided in the Contract Documents.
- 7.2. [Not used]

## **8. PROGRESS PAYMENTS**

- 8.1. Based upon Applications for Payment and a completed JMAA Contract Reporting Form submitted to JMAA by the Contractor and Certificates for Payment issued by Engineer, JMAA shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- 8.2. The period covered by each Application for Payment shall be one calendar month ending on the 20th day of the month. Each Application for Payment shall be submitted to and received by Engineer no later than the 10th day of the month (the "Application Deadline").
- 8.3. Provided an Application for Payment is received by Engineer not later than the Application Deadline, payment shall be due and payable by JMAA to the Contractor not later than forty-five (45) days after the Application Deadline. If Engineer receives an Application for Payment after the Application Deadline, payment shall be due and payable by JMAA within seventy (70) days of Engineer's receipt of the Application for Payment.
- 8.4. Engineer will, within seven (7) days after receipt of the Contractor's Application for Payment, either issue to JMAA a Certificate for Payment, with a copy to the Contractor, for such amount as Engineer determines is properly due, or notify the Contractor and JMAA in writing of Engineer's reasons for withholding certification, as set forth herein. The issuance of a Certificate for Payment constitutes a representation by Engineer to JMAA that the Work has progressed to the point indicated, that the Work performed is in accordance with the Contract Documents and that the Contractor is entitled to payment in the amount certified.
- 8.5. Engineer may decide not to certify payment in whole or in part or, because of subsequently discovered evidence or subsequent observations, may nullify in whole or

in part a Certificate for Payment previously issued, to such extent as may be necessary in Engineer's opinion to protect JMAA from loss. Reasons for denial or nullification of a Certificate for Payment shall include, but are not limited to:

- 8.5.1. Defective Work not remedied;
  - 8.5.2. Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
  - 8.5.3. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
  - 8.5.4. Damage to JMAA;
  - 8.5.5. Reasonable evidence that the Work will not be completed with the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
  - 8.5.6. Persistent failure to carry out the Work in accordance with the Contract Documents.
- 8.6. If Engineer is unable to certify payment in the amount of the Application for Payment, Engineer shall notify the Contractor and JMAA. If the Contractor and Engineer cannot agree on a revised amount, Engineer will promptly issue a Certificate for Payment for the amount for which Engineer is able to certify. Despite any dispute related to the certification of any Application for Payment, the Contractor shall continue to diligently perform the Work required by the Contract Documents.
- 8.7. Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as Engineer or JMAA may require. This Schedule, unless objected to by Engineer or Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Applications for Payment shall not include requests for payment of amounts the Contractor does not intend to pay to a subcontractor, supplier or other contractees because of a dispute or other reason.
- 8.8. Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- 8.9. The Contractor warrants that title to all Work covered by the Application for Payment shall pass to JMAA no later than the time of payment.
- 8.10. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- 8.10.1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of five percent 5.0%;
  - 8.10.2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by JMAA, suitably stored off the site at a location agreed upon in writing), less retainage of 5.0%;
  - 8.10.3. Subtract the aggregate of previous payments made by JMAA; and
  - 8.10.4. Subcontract amounts, if any, for which Engineer has withheld or nullified a Certificate for Payment.
- 8.11. All Applications for Payment must be accompanied by a Project/Contract Reporting Form which will be provided upon request.

## **9. FINAL PAYMENT**

- 9.1. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by JMAA to the Contractor when (1) the Contract has been fully performed by the Contractor and accepted by JMAA, except for the Contractor's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment; (2) the Contractor delivers the completed as-built drawings, as required hereunder; (3) a final Certificate for Payment has been issued by Engineer; and (4) the consent of the Contractor's surety has been obtained in writing and delivered to JMAA. Such final payment shall be due and payable by JMAA

not more than sixty (60) days after satisfaction of the foregoing requirements.

- 9.2. Acceptance of final payment by the Contractor constitutes a complete and general release of JMAA from all claims and liability of whatever nature, whether then known or unknown, whether then existing or thereafter arising, and whether in contract, tort, or other basis of relief.
- 9.3. No payment, including final payment, nor partial or entire use or occupancy of the Project, shall be construed as acceptance of defective, incomplete or nonconforming Work and the Contractor shall remain responsible and liable for full performance in strict compliance with the Contract Documents.

**10. SUBCONTRACTORS**

- 10.1. Contractor may enter into subcontracts with Subcontractors for portions of the Work to be performed by Contractor pursuant to this Agreement. Any such Subcontractors shall be subject to the prior written approval of JMAA. JMAA shall have the right not to accept any proposed Subcontractor for any reason and Contractor shall have no right to additional compensation or other remedy based on the rejection of any Subcontractor.
- 10.2. Contractor shall verify that all Subcontractors and any other persons performing Work under this Agreement are properly qualified and licensed to provide such Work.
- 10.3. Contractor shall bind each and every Subcontractor to all the terms and conditions of this Agreement and the Contract Documents, including without limitation the requirements of Articles 18 and 19 regarding indemnification and insurance.
- 10.4. Contractor shall be fully responsible to JMAA for every act or omission of any Subcontractors and, notwithstanding and in no way limiting any other provision of this Agreement, shall fully indemnify, defend, protect, exonerate and save JMAA harmless from all liabilities, claims, losses, suits, actions, demands, judgments, and costs, including without limitation attorneys' fees, arising from or in any way related to the Work performed or to be performed by the Subcontractors under or in connection with this Agreement. JMAA hereby approves, and Contractor covenants and agrees to use, the following Subcontractors for the Work specified:

NON-DBE SUBCONTRACTS		
Name and Address	Work Item(s)	Subcontract Amount

Total Dollar Value of Subcontract Work:		\$
Percent of Total Contract Sum:		%

DBE SUBCONTRACTS		
Name and Address	Work Item(s)	Subcontract Amount
Total Dollar Value of Subcontract Work:		\$
Percent of Total Contract Sum:		%

Contractor acknowledges that the participation of the foregoing persons and entities as Subcontractors for the Project, particularly including the DBE participation, was a material factor in JMAA's entering into this Agreement with Contractor. No other persons or entities may be used in substitution of the foregoing identified Subcontractors without the prior, written consent of JMAA. In no event shall Contractor substitute or terminate any DBE Subcontractor without the prior, written consent of JMAA. In the event of termination of any DBE Subcontractor, Contractor shall use good faith efforts (as such term is used in 49 CFR Part 26) to replace such DBE Subcontractor with another DBE Subcontractor.

- 10.5. Notwithstanding any other provision of this Agreement, Contractor shall not assign this Agreement, in whole or in part, to any other person or entity, without the prior written consent of JMAA.
- 10.6. Contractor shall comply with the following with respect to each Subcontractor:
  - 10.6.1. JMAA shall not be obligated to make any payment to Contractor until Contractor provides evidence to JMAA that all Subcontractors have been paid all amounts owing at the time of payment by JMAA.
  - 10.6.2. Contractor shall release any retainage withheld from a Subcontractor within ten (10) days of satisfactory completion of the Subcontractor's Work.
  - 10.6.3. Contractor shall not require greater insurance coverages from any of its Subcontractors or proposed Subcontractors than required of Contractor by JMAA under Article 19 of this Agreement.
- 10.7. Contractor shall incorporate the foregoing Sections 10.6.1 through 10.6.3 in each



subcontract relating to the Work.

## 11. GRATUITIES AND COMPENSATION

- 11.1. Contractor shall at all times comply with JMAA's Policy on Gifts and Gratuities, as such policy may be amended, modified, or replaced from time to time. A copy will be provided to Contractor upon request. Without limiting the foregoing, Contractor shall not, under any circumstances, offer or agree to offer any gift or gratuity, regardless of its value or form, to any Commissioner, employee, or representative of JMAA. Any evidence of such an offer of a gift or gratuity in violation of JMAA's policy will be cause for immediate termination of this Agreement.
- 11.2. Contractor shall advise all Subcontractors, Sub-subcontractors, suppliers or other contractees of Contractor's obligations under this provision of this Agreement and shall require that all such parties fully comply with this provision at all times.

## 12. ACCOUNTING RECORDS

12.1. Contractor shall maintain books, records, documents and other evidence related to the Work and/or the performance of this Agreement in accordance with generally accepted accounting principles and practices. JMAA, the FAA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, records, and other evidence for the purpose of examination, audit, excerpts and transcriptions. Contractor shall maintain the records required to be maintained by this provision shall be maintained for a period of not less than three (3) years after JMAA makes final payment of the Contract Sum and all other matters related to this Agreement are closed.

## 13. NON-DISCRIMINATION

- 13.1. Non-Discrimination. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age or disability be excluded from participating in any activity conducted with or benefiting from federal assistance.
  - 13.1.1. This provision binds the Contractor and subtier Contractors 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.
- 13.2. During the performance of the Agreement, the Contractor, for itself, its assignees, and successors in interest agrees as follows:
  - 13.2.1. Compliance with Regulations. The Contractor shall comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

- 13.2.2. Nondiscrimination. The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Sub-Contractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 13.2.3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a Sub-Contractor, including procurements of materials, or leases of equipment, each potential subcontractor supplier will be notified by Contractor of Contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 13.2.4. Information and Reports. The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by JMAA or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to JMAA or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 13.2.5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of this Agreement, JMAA will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
- 13.2.5.1. Withholding payments to the Contractor under the Agreement until Contractor complies, and/or
  - 13.2.5.2. Cancelling, terminating, or suspending this Agreement, in whole or in part.
- 13.2.6. Incorporation of Provisions. The Contractor will include the provisions of subparagraphs 13.2.1 through 13.2.5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as JMAA or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that the Contractor

becomes involved in, or is threatened with, litigation with a Sub-Contractor, or supplier because of such direction, the Contractor may request JMAA to enter into such litigation to protect the interests of JMAA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

- 13.3. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- 13.3.1. 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);
  - 13.3.2. 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);
  - 13.3.3. 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);
  - 13.3.4. 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;
  - 13.3.5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
  - 13.3.6. 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);
  - 13.3.7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, sub-recipients and contractors, whether such programs or activities are federally funded or not);
  - 13.3.8. 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 CFRparts 37 and 38;

13.3.9. 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);

13.3.10. 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;

13.3.11. 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);

13.3.12. 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.*).

13.4. Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:

13.4.1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

13.4.2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

13.4.3. The contractor will send to each labor union or representative of workers

with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 13.4.4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 13.4.5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 13.4.6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 13.4.7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

13.5. Prohibition of Segregated Facilities.

- 13.5.1. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their Work at any

location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

- 13.5.2. “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- 13.5.3. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

13.6. Disadvantaged Business Enterprises.

- 13.6.1. Contract Assurance. Contractor and each Sub-Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. **Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.**
- 13.6.2. Prompt Payment. Contractor agrees to pay each Sub-Contractor under this Agreement for satisfactory performance of its subcontract no later than five (5) days from the receipt of each payment Contractor receives from JMAA. Contractor agrees further to return retainage payments to each Sub- Contractor, if any, within ten (10) days after the Sub-Contractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of JMAA. This clause applies to both DBE and non-DBE Sub-Contractors. Nothing in this provision shall authorize withholding of retainage from any Sub-Contractor if JMAA does not withhold retainage from Contractor.

**VETERAN’S PREFERENCE**

- 13.7. In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632)

owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

### **BUY AMERICAN PREFERENCE**

- 13.8. The contractor agrees to comply with 49 USC § 50101, which provides that federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material or Supply in federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.
- 13.9. The contractor was required in the Instructions for Bidders for this Work to submit the Buy America certification with their bid.

### **FAIR LABOR STANDARDS ACT**

- 13.10. 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.
  - 13.10.1. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

### **14. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

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

### **15. FEDERALLY REQUIRED CERTIFICATIONS**

- 15.1. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. Contractor certifies, by acceptance of this Agreement, that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared

ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor further agrees by accepting this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts.

15.2. Trade Restriction Clause.

15.2.1. The Contractor certifies that with respect to this Agreement, the Contractor:

15.2.1.1. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (“U.S.T.R.”);

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

15.2.1.3. Has not entered into any subcontract for any product to be used on a federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

15.2.2. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

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

15.2.3.1. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Contractor or Sub-Contractor:

15.2.3.1.1. Who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.; or

15.2.3.1.2. Whose subcontractors are owned or controlled by



one or more citizens or nationals of a foreign country on such U.S.T.R. list; or

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

15.2.4. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of Contractor or any Sub-Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

15.2.5. The Contractor agrees that it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective Sub-Contractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Contractor has knowledge that the certification is erroneous.

15.2.6. This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or Sub-Contractor knowingly rendered an erroneous certification, the FAA may direct through JMAA cancellation of the contract or subcontract for default at no cost to JMAA or the FAA.

15.3. Contract Workhours and Safety Standards Act Requirements.

15.3.1. Overtime Requirements. No Contractor or Sub-Contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

15.3.2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any Sub-Contractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Sub-Contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this

clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

- 15.3.3. Withholding for Unpaid Wages and Liquidated Damages. The FAA or JMAA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Sub-Contractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Sub-Contractor for unpaid wages and liquidated damages as provided herein.
- 15.3.4. Subcontractors. The Contractor or Sub-Contractor shall insert in any subcontracts the clauses set forth in Sections 15.3.1 through 15.3.3 and also a clause requiring the Sub-Contractor to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Sub-Contractor or lower tier Sub-Contractor with the clauses set forth herein.
- 15.4. Copeland “Anti-Kickback” Act. The Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and Sub-Contractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Sub-Contractor must submit to JMAA, a weekly statement on the wages paid to each employee performing on covered work during the prior week. JMAA must report any violations of the Act to the FAA.
- 15.5. Davis-Bacon Requirements.
  - 15.5.1. Minimum Wages.
    - 15.5.1.1. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part

hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

15.5.1.2. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

15.5.1.3. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

15.5.1.3.1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and

15.5.1.3.2. The classification is utilized in the area by the construction industry; and

15.5.1.3.3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

- 15.5.1.4. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized Representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- 15.5.1.5. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- 15.5.1.6. The wage rate (including fringe benefits where appropriate) determined pursuant to this Article, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- 15.5.1.7. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- 15.5.1.8. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon

the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

15.5.2. Withholding. The FAA or JMAA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this Agreement or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any Sub contractor the full amount of wages required by the Agreement. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the Agreement, the FAA may, after written notice to the contractor, sponsor, applicant, or JMAA, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

15.5.3. Payrolls and basic records.

15.5.3.1. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the

registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

15.5.3.2. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division web site or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

15.5.3.3. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

15.5.3.3.1. That the payroll for the payroll period contains the information required to be provided under 29 CFR §

5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete.

15.5.3.3.2. That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

15.5.3.3.3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

15.5.3.3.4. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required hereunder.

15.5.3.3.5. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

15.5.4. The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## 15.6. Apprentices and Trainees.

15.6.1. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

15.6.2. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the

U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than



permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- 15.6.3. Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- 15.7. Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Agreement.
- 15.8. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.
- 15.9. Contract Termination. Debarment. A breach of this Article may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 15.10. Compliance With Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

15.11. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general dispute's clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

15.12. Certification of Eligibility.

15.12.1. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

15.12.2. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

15.12.3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

15.13. Drug-Free Workplace Requirement.

15.13.1. In accordance with the Drug-Free Workplace Act of 1988, 41 USC 702-706, the Contractor must provide a drug-free workplace for its employees by:

15.13.1.1. publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

15.13.1.2. establishing a drug-free awareness program to inform employees about:

15.13.1.2.1. the dangers of drug abuse in the workplace;

15.13.1.2.2. the Contractor's policy of maintaining a

drug-free workplace;

15.13.1.2.3. any available drug counseling, rehabilitation, and employee assistance programs; and

- 15.13.1.2.4. the penalties that may be imposed upon employees for drug abuse violations.
- 15.13.1.3. making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required hereunder:
- 15.13.1.4. notifying the employee in the statement required hereunder, that as a condition of employment on such contract, the employee will:
  - 15.13.1.4.1. abide by the terms of the statement; and
  - 15.13.1.4.2. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- 15.13.1.5. notifying the contracting agency within 10 days after receiving notice under subparagraph (15.13.1.4.2) from an employee or otherwise receiving actual notice of such conviction;
- 15.13.1.6. imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 703 of this title; and
- 15.13.1.7. making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (15.13.1.1), (15.13.1.2), (15.13.1.3), (15.13.1.4), (15.13.1.5), and (15.13.1.6).

## 16. ENVIRONMENTAL COMPLIANCE

16.1. Clean Air and Water Pollution Control. The Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to JMAA immediately upon discovery. JMAA assumes responsibility for notifying the Environmental Protection Agency (EPA) and the FAA. Contractor must include this requirement in all subcontracts that exceed \$150,000.00.

### 16.2. Procurement of Recovered Materials.

16.2.1. Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and

Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 16.2.1.1. The contract requires procurement of \$10,000.00 or more of a designated item during the fiscal year; or
- 16.2.1.2. The contractor has procured \$10,000.00 or more of a designated item using federal funding during the previous fiscal year.
- 16.2.2. The list of EPA-designated items is available online.
- 16.2.3. Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:
  - 16.2.3.1. Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
  - 16.2.3.2. Fails to meet reasonable contract performance requirements; or
  - 16.2.3.3. Is only available at an unreasonable price.
- 16.3. Energy Conservation. Contractor and Sub-Contractors agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

## 17. TERMINATION OF CONTRACT

- 17.1. Termination for Convenience.
  - 17.1.1. JMAA may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of JMAA. Upon receipt of a written notice of termination, except as explicitly directed by JMAA, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:
    - 17.1.1.1. Contractor must immediately discontinue work as specified in the written notice.
    - 17.1.1.2. Terminate all subcontracts to the extent they relate to the work

terminated under the notice.

17.1.1.3. Discontinue orders for materials and services except as directed by the written notice.

17.1.1.4. Deliver to JMAA all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.

17.1.1.5. Complete performance of the work not terminated by the notice.

17.1.1.6. Take action as directed by JMAA to protect and preserve property and work related to this contract that Owner will take possession.

17.1.2. Owner agrees to pay Contractor for:

17.1.2.1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;

17.1.2.2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;

17.1.2.3. Reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and

17.1.2.4. Reasonable and substantiated expenses to the contractor directly attributable to JMAA's termination action.

17.1.3. JMAA will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the JMAA's termination action.

17.1.4. The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

## 17.2. Termination for Default.

17.2.1. The Contractor shall be considered in default of his/her contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:

17.2.1.1. Fails to begin the work under the contract within the time

specified in the “Notice to Proceed,” or

- 17.2.1.2. Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the contract, or
  - 17.2.1.3. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
  - 17.2.1.4. Discontinues the prosecution of the work, or
  - 17.2.1.5. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
  - 17.2.1.6. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
  - 17.2.1.7. Allows any final judgment to stand against him unsatisfied for a period of 10 days, or
  - 17.2.1.8. Makes an assignment for the benefit of creditors, or
  - 17.2.1.9. For any other cause whatsoever, fails to carry on the work in an acceptable manner.
- 17.2.2. Should the Engineer consider the Contractor in default of the contract for any reason hereinbefore, he shall immediately give written notice to the Contractor and the Contractor’s surety as to the reasons for considering the Contractor in default and JMAA’s intentions to terminate the contract.
- 17.2.3. If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then JMAA will, upon written notification from the Engineer of the facts of such delay, neglect, or default and the Contractor’s failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor. JMAA may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Engineer will be required for the completion of said contract in an acceptable manner.
- 17.2.4. All costs and charges incurred by JMAA, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum

which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to JMAA the amount of such excess.

## **18. INDEMNITY**

18.1. To the fullest extent allowed by law, Contractor shall defend, indemnify, save harmless, protect, and exonerate JMAA, its board of commissioners (individually and as a group), officers, employees, agents, and representatives from all liabilities, claims, losses, suits, actions, demands, arbitrations, administrative proceedings, awards, judgments, expenses, attorneys' fees, and costs related to or for economic loss or damage, labor disputes, nonperformance of obligations, personal injury, bodily injury, illness, death, or property damages arising from or in connection with the Work undertaken or to be performed by or on behalf of Contractor under this Agreement or arising from or in connection with any act or omission relating to Contractor.

## **19. INSURANCE**

19.1. Contractor shall maintain, at its own expense, the following insurance coverages in the amounts specified, insuring Contractor, its employees, agents, designees, subcontractors, and any indemnities as required herein:

19.1.1. Commercial general liability insurance of not less than \$1,000,000 each occurrence for bodily injury and property damage and \$2,000,000 aggregate limit 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.

19.1.2. Comprehensive business automobile liability insurance, including hired and non-owned vehicles, with a combined single limit of not less than \$1,000,000, covering bodily injury and property damage.

19.1.3. Statutory worker's compensation coverage with employer liability limits of \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000.00 disease each employee.

19.1.4. Property insurance on all equipment used in connection with the Project in an amount not less than full insurable value.

19.1.5. Umbrella liability insurance with a limit of not less than \$5,000,000 providing additional coverage to the policies required by Sections 19.1.1, 19.1.2 and 19.1.3.

19.1.6. Such other insurance as may reasonably be required by JMAA.

19.2. All insurance policies required herein shall be issued by an insurance company or

companies licensed to do business in the State of Mississippi and acceptable to JMAA, shall contain a waiver of subrogation in favor of JMAA, and shall be written on an occurrence basis or Contractor shall provide coverage to JMAA for a period not less than three (3) years after final completion of the Work. Contractor shall name JMAA as an additional insured on all insurance policies and coverages.

- 19.3. All policies required under the Contract Documents shall include the following endorsement and/or rider duly issued by the insurer that effectively amends the terms of the policy and binds the insurer to the following provision:

It is hereby agreed and understood that Jackson Municipal Airport Authority is named as an additional insured, and that the coverage afforded to Jackson Municipal Airport Authority under this policy shall be primary insurance. If Jackson Municipal Airport Authority has other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the Insurer's liability under this policy shall not be reduced by the existence of such other insurance.

- 19.4. No policy of insurance may be canceled, modified or reduced during the course of this Agreement, and Contractor shall obtain an endorsement and/or rider duly issued by the insurer that effectively amends the terms of the policy and binds the insurer to a provision substantially as follows:

Insurer will provide the Jackson Municipal Airport Authority not less than thirty (30) days prior written notice of its intent to cancel, modify, amend or reduce coverage.

- 19.5. Contractor shall be responsible for all deductibles and for any inadequacy or absence of coverage, and Contractor shall have no claim or other recourse against JMAA for any costs or loss attributable to such deductibles or to coverage limitations, exclusions, or unavailability, all of which shall be borne solely by Contractor.
- 19.6. At the time of execution of this Agreement, Contractor shall deliver to JMAA a Certificate or Certificates of Insurance, certifying the types and the amounts of coverage, certifying that the insurance is in force before Contractor starts work, certifying that the insurance applies to the Work and to all activities and liability of Contractor pursuant to this Agreement, and certifying that JMAA is named as an additional insured on Contractor's policies of insurance by duly issued endorsement and/or rider as required herein.
- 19.7. The insurance and indemnity obligations of this Agreement are non-delegable.
- 19.8. Contractor's failure to maintain complete insurance shall be a material breach of this Agreement authorizing JMAA, at JMAA's sole election, either to terminate this Agreement or to provide full insurance coverage at Contractor's sole expense; however, in neither case shall Contractor's liability be lessened.



- 19.9. In the event Contractor fails to obtain and maintain any of the insurance coverages required by this Agreement, JMAA shall be entitled, at its sole discretion and without waiving any rights under the Contract Documents, to purchase the insurance and deduct the premium costs from any amounts owed Contractor. However, JMAA shall have no obligation whatsoever to purchase the insurance and failure to do so shall not constitute a waiver of Contractor's obligations with respect to insurance as set forth in this Agreement.
- 19.10. Contractor shall be responsible for payment of all premiums for insurance required by this Agreement, but Contractor's obligations shall not be limited to the purchase of insurance. Contractor shall indemnify and hold harmless JMAA for all damages for which insurance should have been provided pursuant to this Agreement, irrespective of whether the insurance was actually obtained. Contractor's indemnity obligations under this Agreement shall not be restricted to amounts available under insurance, whether actually obtained or which should have been obtained, but shall extend to the fullest extent allowed by law.

## **20. SAFETY AND SECURITY**

- 20.1. Contractor shall observe all safety requirements of JMAA relating to the Airport in effect from time to time, and shall take such steps and actions as may be necessary or directed by JMAA to ensure that all officers, employees, engineers, contractors, invitees and guests of Contractor observe such requirements.
- 20.2. Contractor shall observe all requirements of any Security Regulations relating to the Airport including, without limitation, JMAA's Security Plan for the Airport, and any regulations of the TSA relating to security at the Airport, and shall take such steps and actions as may be necessary or directed by JMAA to ensure that all officers, employees, engineers, invitees and guests of Contractor observe such requirements.
- 20.3. If JMAA incurs any fines or penalties or any cost or expense under any safety or security program or plan pertaining to JMAA or the Airport as a result of any act or omission of Contractor, Contractor shall pay or reimburse to JMAA, as the case may be, all such fines, penalties, costs, and expenses. Contractor shall further rectify any such safety or security deficiency as may be determined by JMAA. JMAA reserves the right to take whatever action may be necessary to rectify any security deficiency caused by the actions or inactions of Contractor, which Contractor fails to timely remedy. In the event JMAA undertakes any such action, Contractor shall immediately pay and reimburse JMAA all monies expended, and costs incurred by JMAA in connection therewith.
- 20.4. Texting When Driving. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of federal grant funds to adopt and enforce safety policies that decrease

crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

- 20.4.1. In support of this initiative, JMAA encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500.00 and involve driving a motor vehicle in performance of work activities associated with the project.

## **21. CERTIFICATION REGARDING LOBBYING**

21.1. The Contractor certifies to the best of his or her knowledge and belief, that:

- 21.1.1. No federally-appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- 21.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 21.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

21.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

## **22. BREACH OF CONTRACT TERMS**

- 22.1. Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties of this agreement.
- 22.2. JMAA will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. JMAA reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or JMAA elects to terminate the contract. JMAA's notice will identify a specific date by which the Contractor must correct the breach. JMAA may proceed with termination of the contract if Contractor fails to correct the breach by deadline indicated in the JMAA's notice.
- 22.3. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

## **23. DISPUTE RESOLUTION**

- 23.1. If JMAA and Contractor litigate any claim under this Agreement, the non-prevailing party in such proceedings shall pay the prevailing party's reasonable attorneys' fees and expenses.
- 23.2. No claim, dispute, or other matter in controversy or question shall interfere with the performance of the Work required by this Agreement, and Contractor shall proceed diligently with performance of this Agreement, notwithstanding the existence of any claim, dispute, or other matter in controversy or question.
- 23.3. Should JMAA through litigation or other means seek enforcement of any of the provisions hereof or seek to protect its interests in any matter arising under this Agreement, or seek to collect damages for the breach of this Agreement, or seek to prosecute or defend any suit resulting from this Agreement, or seek to prosecute or defend any suit resulting from this Agreement, Contractor shall pay JMAA all costs, expenses, and attorneys' fees incurred in the investigation, preparation, and trial or hearing of such matters and otherwise reasonably related thereto.
- 23.4. If JMAA and Contractor litigate a claim for additional work or increased compensation, the non-prevailing party in the proceedings shall pay the prevailing party's reasonable attorneys' fees. If less than the full amount of the monetary claim is awarded, the claimant shall recover reasonable attorneys' fees (but no contingent fees) equal to the proportion of the amount awarded to the amount claimed, and the claimant shall pay the other party's reasonable attorneys' fees (but no contingent fees) equal to the proportion of the amount denied to the amount claimed.
- 23.5. No claim, dispute, or other matter in controversy or question shall interfere with the

rendering of the Work required by this Agreement or the progress of construction with respect to the Project, and Contractor shall proceed diligently with performance of this Agreement, notwithstanding the existence of any claim, dispute, or other matter in controversy or question.

23.6. Contractor shall include provisions similar to the foregoing Sections 23.1 through 23.5 in each subcontract entered into pursuant to this Agreement.

## **24. NOTICES**

24.1. Any notice or other communication herein required or permitted to be given shall be in writing and may be personally served or may be delivered by facsimile, overnight courier or United States mail and shall be deemed to have been given when delivered in person or received by facsimile (as evidenced by the sender's facsimile machine-generated confirmation report) 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 at the following respective addresses:

To JMAA: Jackson Municipal Airport  
Authority Suite 300, Main Terminal Building  
Jackson-Medgar Wiley Evers International Airport Post Office Box 98109  
Jackson, Mississippi 39298

Telephone No.: (601) 664-3500  
Facsimile No.: (601) 939-3713 Attention: Rosa Beckett, CEO

To Contractor:

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.

## **25. GENERAL PROVISIONS**

25.1. Contractor shall, at all times, be regarded as an independent contractor and shall at no time act as agent for JMAA. Nothing contained in the Contract Documents shall be deemed or construed by JMAA, Contractor, or any third party as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between JMAA and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained in the Contract Documents, nor any acts of JMAA or Contractor hereunder, creates or shall be deemed to create a relationship other than the independent relationship of JMAA and Contractor. Moreover, nothing contained in the Contract Documents shall be deemed or construed to create a contractual relationship of any kind between JMAA and any Subcontractor or Sub-subcontractor or supplier.

- 25.2. Execution of this Agreement by Contractor is a representation that Contractor has visited the site, that general and local conditions are suitable for the Work to be performed and that Contractor accepts all conditions at the Project site. Contractor assumes all risks with respect to the requirements of the Contract Documents, including without limitation the characteristics (natural and manmade) of the site, site accessibility, labor rates and availability, weather conditions, and any other matter that could affect the performance and cost of the Work.
- 25.3. Where reference is made in this Agreement to another Contract Document, the reference refers to that document as amended or supplemented by other provisions of the Contract Documents.
- 25.4. All exhibits referred to in this Agreement are intended to be and hereby are specifically made a part of this Agreement and are incorporated by reference into this Agreement as fully as if repeated herein verbatim.
- 25.5. The recitals at the beginning of this Agreement are intended to be covenants of JMAA and Contractor, are a material part of this Agreement, and shall be binding on JMAA and Contractor.
- 25.6. The headings contained in this Agreement are inserted for convenience of reference only and shall not be construed as defining, limiting, extending, or describing the scope of this Agreement, any article or paragraph hereof, or the intent of any provision hereof.
- 25.7. Unless the context otherwise requires, the words "hereof," "herein," "herewith," "hereunder," and words of similar meaning shall refer to the Contract Documents as a whole and not to any particular provision of the Agreement or any Contract Document. Where the context requires, the use of singular numbers or pronouns shall include the plural and vice versa, and the use of pronouns of any gender shall include any other gender.
- 25.8. Payments due and unpaid under the Contract shall bear interest in accordance with the terms of and at the legal rate specified in Section 31-5-25, Mississippi Code of 1972, as amended, supplemented or replaced from time to time.

- 25.9. This Agreement is subject and subordinate to the provisions of any agreement hereof or hereafter made between JMAA and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been required or is required as a condition precedent to the transfer of federal rights or property to JMAA for airport purposes, or the expenditure of federal funds for the improvement or development of the Airport.
- 25.10. In the event the FAA or its successors require modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, Contractor shall make such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be required.
- 25.11. JMAA and Contractor incorporate in the Contract Documents by this reference all provisions lawfully required to be contained herein by any governmental body or agency.
- 25.12. Whenever this Agreement calls for the approval or consent of JMAA, approval or consent shall be given in writing by JMAA's Chief Executive Officer and, unless specifically stated to the contrary, approval or consent may be made or given by JMAA in its sole discretion and determination.
- 25.13. No delay or omission by JMAA in exercising any right, power or remedy hereunder or otherwise afforded by contract, at law, in equity, or by statute, shall constitute an acquiescence therein, 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 of any default by Contractor hereunder shall operate as a waiver of any other default or the same default on a future occasion.
- 25.14. Contractor hereby waives any claim against JMAA for loss of anticipated profits caused by or resulting from any suit or proceeding directly or indirectly attacking the validity of this Agreement or any part hereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, voidable, or delaying the same or any part hereof from being carried out.
- 25.15. All terms, covenants, and conditions of this Agreement shall be binding upon and inure to the respective benefit of JMAA and Contractor, their respective officers, employees, agents, and representatives.
- 25.16. This Agreement contains the entire agreement between JMAA and Contractor relating to the subject matter hereof and supersedes all oral statements and prior writings with respect hereto and may be altered, amended, or modified only by a written document executed by JMAA and Contractor.
- 25.17. Neither JMAA nor Contractor shall be deemed in violation of this Agreement if

prevented from performing any of the obligations hereunder by reason of acts of God, acts of superior governmental authority, or other similar circumstances of force majeure for which JMAA or Contractor are not responsible, and which are not within JMAA's or Contractor's control.

- 25.18. This Agreement and the rights and obligations of JMAA and Contractor hereunder shall be construed in accordance with and governed by the laws of the State of Mississippi, without regard to the principles of conflict of law.
- 25.19. Contractor acknowledges that it has thoroughly read all Contract Documents, including without limitation this Agreement, all exhibits and attachments hereto, and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.
- 25.20. This Agreement shall not be construed or interpreted in favor of or against JMAA or Contractor on the basis of draftsmanship or preparation hereof.
- 25.21. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect any other provision of this Agreement that can be given effect without the invalid or unenforceable provision, or the application of such provision to other persons or circumstances, and, to this end, the provisions hereof are severable.

**26. ENUMERATION OF CONTRACT DOCUMENTS**

- 26.1. The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:
  - 26.1.1. The Agreement is this executed Standard Form of Agreement Between Jackson Municipal Airport Authority and Contractor.
  - 26.1.2. The Technical Specifications are those contained in the Project Manual
  - 26.1.3. The Drawings are as follows: Refer to Index of Drawings within the Project Manual.
  - 26.1.4. The Addenda, if any, are as follows:

Number	Date	Pages

- 26.2. Other Documents, if any, forming part of the Contract Documents are as follows:

26.2.1. The Scope of Work attached hereto.

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

JACKSON MUNICIPAL AIRPORT AUTHORITY

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

Date \_\_\_\_\_



**ATTACHMENT 14**

**PERFORMANCE BOND**

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

WHEREAS, the Principal has entered into a certain written Agreement with JMAA for Construction and Related Services the BAGGAGE BELT REPLACEMENT (JMAA PROJECT NO. 043-24) (the "Agreement"), which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

IN WITNESS WHEREOF, the Principal and Surety have executed and delivered this instrument, this the \_\_\_\_\_ day of \_\_\_\_\_, 2024. IN WITNESS WHEREOF, said Principal and Surety have executed and delivered this instrument, this, the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Principal  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Surety \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

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

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Signature of Resident Agent

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

**ATTACHMENT 15**

**PAYMENT BOND**

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

WHEREAS, the Principal has entered into a certain written Agreement with JMAA for Construction and Related Services for the BAGGAGE BELT REPLACEMENT (JMAA PROJECT NO. 043-24) (the "Work"), which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

IN WITNESS WHEREOF, the Principal and Surety have executed and delivered this instrument, this the \_\_\_\_\_ day of \_\_\_\_\_, 2024. IN WITNESS WHEREOF, said Principal and Surety have executed and delivered this instrument, this, the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Principal  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Surety \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Resident Agent

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

**ATTACHMENT 16**

**CONFLICTS OF INTEREST AND GRATUITIES**

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

**CHAPTER:** EXECUTIVE

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

**POLICY NUMBER:** 1-100

**ADOPTED:** 10/22/15

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

**REFERENCES:**

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

**POLICY:**

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

**APPLICATION:**

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

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

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

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

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

#### **CERTIFICATIONS:**

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

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

EXHIBIT A – NOT TO BE SUBMITTED

**JACKSON MUNICIPAL AIRPORT AUTHORITY**  
**Certification Regarding Conflicts of Interest and Gratuities**  
**Airport Authority Employees**

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

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

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

\_\_\_\_\_  
Signature

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

**EXHIBIT B**

**JACKSON MUNICIPAL AIRPORT AUTHORITY**

**Certification Regarding Gratuities**

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

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

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

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

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

\_\_\_\_\_  
Signature

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



**ATTACHMENT 17**

**STATEMENT OF AFFIRMATIONS**

**I. Terminated Contracts, Forfeiture, Bankruptcies**

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

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

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

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

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

**II. Expertise and Special Knowledge**

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

**III. Professional Qualifications**

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

**IV. Insurance**

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

**V. Independent Contractor**

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

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

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

**VII. Attorneys' Fees**

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

Respectfully submitted,  
RESPONDENT:

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Legal Name of Respondent

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

---

Signature

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Printed Name of Signatory

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Title of Signatory

**ATTACHMENT 18**

**JACKSON MUNICIPAL AIRPORT AUTHORITY**

**CONTRACTOR RELEVANT WORK EXPERIENCE**

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

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

**ATTACHMENT 19**



**Procurement Quality and Verification Profile Sheet**

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

**Company Profile:**

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

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

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

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

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

Name & EIN Number on W9 Form: \_\_\_\_\_

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

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

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

**Biographical Information**

Company Headquarters:

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

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

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

Type of Company: (Select One)

- Individual/sole proprietor or single-member LLC
- C Corporation
- S Corporation

- Partnership
- Trust/estate
- Limited liability company
- Other

ownership Demographics

Primary Owner Ethnicity:

- Asian
- African American
- Caucasian

- Pacific Islander
- Hispanic
- Native American

Primary Owner Gender (Select one)  Male  Female

Supporting Documents:

Attached: (insert Yes or No)

Certificate of Incorporation/Formation	_____
Registration with the MS Secretary of State	_____
Last Filed Annual Report	_____
Current W9	_____
Bid Bond	_____

**NON-DISCRIMINATION LANGUAGE DISCLAIMER**

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

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

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

*Below to be Completed by JMAA:*

**Contract Details:**

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

Project Number (if applicable): \_\_\_\_\_

Dollar Amount/Payment: \_\_\_\_\_

Terms: \_\_\_\_\_

**Reference Verification:**

**Reason for JMAA entering into this contract:**

ATTACHMENT 20

TECHNICAL SPECIFICATIONS AND DRAWINGS