Contract Documents and Bid Specifications for:

CDBG 2021 DEMO Project 1: Parcel 606-190

Prepared by

The City of Jackson Planning & Development Department

Community Improvement Division

Bid Announcement: September 1, 2021

Sealed Bids Due: September 28, 2021

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I. ADVERTISEMENT FOR BIDS

Sealed bids will be received by the City Clerk of Jackson, Mississippi, at 219 S. President Street, Jackson, Mississippi 39201 or at Post Office Box 17, Jackson, Mississippi 39205 until 3:30 PM, local time (CT), Tuesday, September 28, 2021, at which time they will be publicly opened and read aloud for:

The demolition and cleaning of parcel 606-190 located at 2916 Greenwood Ave.

The City of Jackson, Mississippi ("City of Jackson") is committed to cultivating and ensuring the quality of life of its citizens, through various programs, employment, initiatives, and assistance. The City encourages all persons, corporations, and/or entities doing business within the City, as well as those who seek to contract with the City on various projects and or conduct business in the City, to assist the City in achieving its goal by strongly considering City residents for employment opportunities.

The City of Jackson is committed to the principle of non-discrimination in public contracting. It is the policy of the City of Jackson to promote full and equal business opportunity for all persons doing business with the City. **As a pre-condition to selection, each contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity (EBO) Plan, with the bid submission, in accordance with the provisions of the City of Jackson's Equal Business Opportunity (EBO) Ordinance. Failure to comply with the City's Ordinance shall disqualify a contractor, bidder or offeror from being awarded an eligible contract.** For more information on the City of Jackson's Equal Business Opportunity Program, please contact the Office of Economic Development at 601-960-1055. Copies of the ordinance, EBO Plan Applications and a copy of the program are available at 200 South President Street, Room 223, Hood Building, Jackson, Mississippi.

The City of Jackson hereby notifies all bidders that in compliance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d to 2000d-4 that all bidders will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, or disability in consideration for an award.

Contract Documents may be obtained from and/or examined at the offices of the Community Improvement Division located at 200 S. President Street, Suite 331, Jackson, Mississippi 39201. Telephone 601.960.1054. Prospective bidders may obtain copies of all materials required for bidding purposes. There is NO charge for electronic or e-mail copies. Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

Bid preparation will be in accordance with the Instructions to Bidders. The City reserves the right to reject any and all bids and to waive any and all irregularities in respect to any bid submitted or to accept any bid which is deemed most favorable to the City of Jackson.

by: _____

LaTonya Miller, Manager

Community Improvement Division of Planning and Development

Mailing Address:

City Clerk
Post Office Box 17
Jackson, Mississippi 39205

Dates of Publication:

The Mississippi Link
9/2/21 and 9/9/21

Central Bidding
9/1/21 – 9/28/2021

City of Jackson Bid Opportunities
9/1/2021 – 9/28/2021

The Clarion Ledger
9/5/21 and 9/12/21

The Jackson Advocate
9/2/21 and 9/9/21

The Northside Sun
9/2/21 and 9/9/21

LaNoticia
9/1/21 and 9/8/21

II. INSTRUCTIONS TO BIDDERS

1. Sealed bids shall be delivered to the City Clerk of Jackson, Mississippi, at 219 S. President Street, Jackson, Mississippi 39201 or mailed to Post Office Box 17, Jackson, Mississippi 39205 until 3:30 PM, local time (CT), Tuesday, September 28, 2021, at which time they will be publicly opened and read aloud.

2. The sealed bid enveloped shall be marked **Sealed Bid for CDBG 2021 DEMO Project 1: Parcel 606-190** on the outside.

3. Each bidder at or exceeding $50,000 shall write his Certificate of Responsibility Number on the outside of the sealed envelope containing his proposal.

4. Each bidder NOT exceeding $50,000 MUST HAVE A STATEMENT ON THE OUTSIDE OF THE ENVELOPE TO THE EFFECT THAT THE BID ENCLOSED THEREWITHIN DOES NOT EXCEED $50,000

5. Bids shall be submitted on the Official Bid Form provided with these specifications.

6. All Bids shall be accompanied by a Certified Check upon a national or state bank, or a Bid Bond made by a bonding company registered in the State of Mississippi, drawn and made payable to the order of the City of Jackson, Mississippi, in the amount equal to five percent (5%) of the Bid. The Certified check or Bid Bond must be enclosed in the same envelope with the Bid.

7. Official Bid Form, Scope of Work, and EBO Plan shall be submitted in triplicate (the original plus 2 copies) bound/stapled separately, along with a Certified Check or Bid Bond in the amount of 5% of the total project, in a sealed envelope or package and deposited with the City Clerk, City Hall, Jackson, Mississippi prior to the hour and date herein designated. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

8. Cost of the demolition shall conform to the specifications provided.

9. The successful Bidder shall be required to execute the standard demolition contract upon City acceptance, a copy of which is provided herein.

10. The successful Bidder, upon City acceptance, shall provide proof of insurance, payment bond and performance bond in the amount of the contract. The date of the Bond must not be prior to the date of the Contract in connection with which it is given.

IMPORTANT: Surety companies executing BONDS (bid, performance or payment) must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

11. Submitters are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

12. If there are any questions concerning these specifications, please contact the Community Improvement Division at 601-960-1054.

III. DEMOLITION CONTRACTORS' QUALIFICATIONS

All contractors must be licensed, bonded, and insured. Must provide a copy of privilege license, surety bond, and proof of insurance.

- A contractor must be registered and updated in the SAM.gov system
- DUNS & Bradstreet Number
- EIN, EFIN, SSN OR SIN #
- Privilege License
- Bid Bond

SUCCESSFUL BIDDER SHALL PROVIDE

- Certificate of Liability Insurance:
    - General Liability Insurance with maximum bodily injury coverage of not less than $1,000,000.00 and $1,000,000.00 per occurrence
    - Automobile Liability insurance coverage with minimum limits for injury to person or property of not less than $25,000 per person and $50,000.00 per occurrence
    - Pollution insurance of not less than $500,000
    - Workman's Compensation Insurance is required for sickness, disability, or other injury of an employee arising out of and in the course of the employment
- Performance Bond
- Payment Bond
- Obtain any permits that may be required
- Certified Abatement Supervisor MUST be on site
- MUST be able to provide dump receipts for all work performed
- Access to heavy equipment necessary for efficient and safe demolition work

The City may make such investigation, as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the City all such information and data for this purpose as the city may request. The City reserves the right to reject any Bid if the evidence submitted by or investigation of such Bidder fails to satisfy the City that such Bidder is

properly qualified to carry out the obligation of the Contract and to complete the work contemplated therein.

IV. OFFICIAL BID FORM

City of Jackson, Community Improvement

Official Bid Form

Project name: CDBG 2021 DEMO Project 1: Parcel 606-190

This is to certify that I have read the attached bidding documents completely, have inspected the sites and that the work to be furnished will meet or exceed the scope of work and specifications.

Company Name: _____

Authorized Signature: _____

Authorized Agent Name: _____

Authorized Agent Title: _____

Address: _____

Phone: _____

Email: _____

Date: _____

Bid Amount: _____

***(If bid is at or exceeds $50,000 include COR# on envelope; if bid does not exceed $50,000 include statement that "Bid does not exceed $50,000" on envelope.)**

***Include "Sealed Bid for CDBG 2021 DEMO Project 1: Parcel 606-190 on the outside of the envelope.**

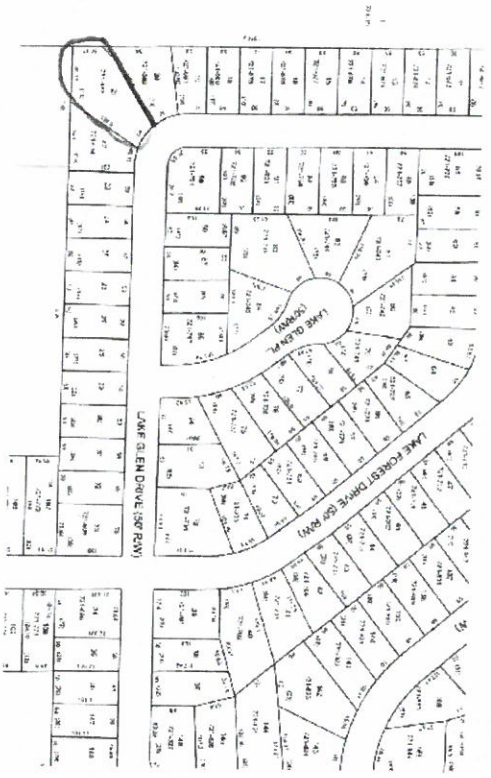
*** Along with a Certified Check or Bid Bond in the amount of 5% of the total project, submit a packet including the original Bid Form, Scope of Work and EBO (See appendix B); plus 2 copies of the packet, each bound or stapled separately.**

V. SCOPE OF WORK

PROJECT LOCATION: 2916 GREENWOOD AVE.

MAP PARCEL NUMBER: 606-190

CASE NUMBER: 2018-1205 (CE-18-1)



2918 Lake Glen

Figure 1: 606-190 located at 2916 Greenwood Ave.

SCOPE OF WORK: Demolish and remove remains of dilapidated structure, foundation, trash, debris, and any other items to ensure properties are clear and free of any and all health and safety hazards. Cut grass and weeds.

Bid amount $_____ Authorized Agent initials _____

VI. ASBESTOS REPORTS

See Appendix A

VII. DEMOLITION SPECIFICATIONS

The Contractor shall perform the following:

1. Protection of existing adjacent structures and property.
2. Restoration of finish grade.
3. Removal from site of all excess debris.
4. Removal of all trash and refuse from site.
5. Removal of all overgrown vegetation.
6. Disconnecting, capping and sealing of existing sanitary service in accordance with instructions from the City's Director of Public Works.
7. Verify all utilities, prior to demolition, have been disconnected.

VIII. CERTIFICATE OF RESPONSIBILITY REQUIREMENTS

If the bid is over $50,000 a Certificate of Responsibility is required and must be provided prior to awarding of bid pursuant to the Mississippi Board of Contractors and Mississippi State Law.

IX. EQUAL BUSINESS OPPORTUNITY (EBO) PLAN APPLICATION

See Appendix B

X. STANDARD DEMOLITION CONTRACT

See Appendix C

Appendix A: Asbestos Reports

EMSL Analytical, Inc.
18369 Petroleum Drive Baton Rouge, LA 70809
Tel/Fax: (225) 755-1920 / (225) 755-1989
http://www.EMSL.com / batonrougelab@emsl.com

EMSL Order:	251907910
Customer ID:	COJA62
Customer PO:	
Project ID:	

Attention: Robert Brunson
City of Jackson
PO Box 17
Jackson, MS 39205

Project: 2916 GREENWOOD AVE. 2018-1205

Phone:	(601) 960-1054
Fax:	(601) 960-1700
Received Date:	12/27/2019 10:20 AM
Analysis Date:	12/30/2019
Collected Date:	12/19/2019

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos % Fibrous	Non-Asbestos % Non-Fibrous	Asbestos % Type
S1 *251907910-0001*	Exterior Siding	Gray Fibrous Homogeneous		90% Non-fibrous (Other)	10% Chrysotile
S2 *251907910-0002*	Siding Felt	Black Fibrous Homogeneous	60% Cellulose	40% Non-fibrous (Other)	None Detected
S3 *251907910-0003*	Shingles	Black Fibrous Homogeneous	10% Glass	90% Non-fibrous (Other)	None Detected

Analyst(s)
Jumee West (3)

Jamie Laginess
Jamie Laginess, Laboratory Operations Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method"), but augmented with procedures outlined in the 1993 ("final") version of the method. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. All samples received in acceptable condition unless otherwise noted. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. EMSL recommends gravimetric reduction for all non-friable organically bound materials prior to analysis. Estimation of uncertainty is available on request

Samples analyzed by EMSL Analytical, Inc. Baton Rouge, LA NVLAP Lab Code 200375-0, LELAP 01950, TX 300238

Initial report from: 12/30/2019 17:35:37

Appendix B: Equal Business Opportunity (EBO) Plan Application

_____ Project

City Project Number _____

CITY OF JACKSON, MISSISSIPPI

Chokwe Lumumba, Mayor

EQUAL BUSINESS OPPORTUNITY (EBO) PLAN APPLICATION

Department of Planning and Development
Office of Economic Development

CITY OF JACKSON, MISSISSIPPI
EQUAL BUSINESS OPPORTUNITY ORDINANCE

LEGAL NOTICE

The City of Jackson is committed to the principle of non-discrimination in public contracting. It is the policy of the City of Jackson to promote full and equal business opportunity for all persons doing business with the City. As a pre-condition to selection, every contractor, bidder or offeror shall submit a *completed* and *signed* Equal Business Opportunity (EBO) Plan Application with the bid submission, in accordance with the provisions of the City of Jackson's Equal Business Opportunity (EBO) Ordinance. Failure to comply with the City's ordinance shall disqualify a contractor, bidder or offeror from being awarded an eligible contract.

For more information on the City of Jackson's Equal Business Opportunity Program, please contact the Office of Economic Development at 960-1638. Copies of the EBO Ordinance, EBO Plan Application, EBO Program, the MBE/FBE Directory and the MBE/FBE Certification Affidavit are available at 218 South President Street, Second Floor, Jackson, Mississippi.

Appendix B

(EBO FORM 6-1-00)

EQUAL BUSINESS OPPORTUNITY

SPECIAL NOTICE TO BIDDERS

POLICY

The City of Jackson is committed to the principle of non-discrimination in public contracting. Therefore, the City of Jackson requests that prospective vendors and contractors carefully examine their method of selecting subcontractors and suppliers, to ensure that they are not either actively, or passively, discriminating against MBEs and FBEs. As a bidder seeking to do business with the City of Jackson, you are expected to adhere to a policy of non-discrimination, and to make the maximum practicable effort to ensure that historically underutilized firms are given an opportunity to participate in the performance of contracts financed in whole, or in part, with city funds.

DEFINITIONS

For purposes of this policy, the following definitions will apply:

(1) **"African American Business Enterprise (AABE)"** shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more African Americans, and certified as such by the Division of Business Development.

(2) **"Asian American Business Enterprise (ABE)"** shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more Asian Americans, and certified as such by the Division of Business Development.

(3) **"Hispanic Business Enterprise (HBE)"** shall mean a business that is an independent and continuing enterprise for profit performing a commercially useful function and is owned and controlled by one or more Hispanics, as defined in section 127-4 (7), and certified as such by the Division of Business Development.

(4) **"Minority Business Enterprise (MBE)"** shall mean a business which is an independent and continuing operation for profit, performing a commercially useful function, and is owned and controlled by one or more minority group members, as defined in Sections 1, 2 and 3, which group has been determined to have suffered discrimination requiring amelioration and is certified as such by the City.

(5) **"Female Business Enterprise (FBE)"** shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more females, and certified as such by the Division of Business Development.

OBLIGATION

The Contractor and any Subcontractor shall take all necessary and reasonable steps to ensure that MBEs and FBEs have a maximum opportunity to compete for and participate in the performance of any portion of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. If it is determined that there is a significant underutilization of MBEs and FBEs, the Equal Business Opportunity Officer is empowered, pursuant to section 127-8 of the Equal Business Opportunity Ordinance, to conduct an investigation to determine the reasons for the underutilization.

Revised 06/01/05, TR

GOALS

The goals for participation by MBEs and FBEs are established by the Equal Business Opportunity Ordinance of the City of Jackson. The Contractor shall exercise all necessary and reasonable steps to ensure that participation meets or exceeds the contract goals. The goals may be attained by subcontracting to, procuring materials from, and renting equipment from MBEs and FBEs. *(See Subcontractor/Supplier Participation guidelines below.)*

The Equal Business Opportunity participation goals are as follows:

PROCUREMENT CATEGORY	Asian (ABE)	African-American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services	0.16	8.67	0.00	0.00	1.96
Construction	0.00	12.41	0.37	0.00	4.89
Goods & Non-Professional Services	0.04	6.78	0.02	0.00	3.03

Those portions of the contract that are proposed for MBEs and FBEs in the response to this bid shall be listed on the attached Equal Business Opportunity Plan Application.

For specific information about the Equal Business Opportunity Plan, please contact the Office of Economic Development at (601) 960-1638.

Contractors may employ AABEs, HBES, ABEs or FBEs to meet the applicable project goals through various methods, as follows:

A. Subcontractor Participation

(i) **Where a prime contractor utilizes one or more subcontractors to satisfy its equal business opportunity commitment, the prime contractor may count toward its EBO Plan only expenditures to MBE (AABE, HBE, or ABE) or FBE contractors that perform a commercially useful function in the work of the contract.**

(ii) **An MBE or FBE subcontractor is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. In determining whether an MBE or FBE subcontractor, is performing a commercially useful function, factors, including but not limited to the following, will be considered:**

(a) **the amount of work subcontracted;**

(b) **the type of prime contract;**

(c) **whether the business has the skill and expertise to perform work for which it is being/has been certified;**

(d) **whether the business actually performs, manages and supervises the work for which it is being/has been certified; and**

(e) **whether the business purchases goods and/or services from a non-minority/women*s business enterprise and simply resells goods to the city, city contractor, or other person doing business with the city for the purpose of allowing**

those goods to be counted towards fulfillment of minority/women*s business enterprise utilization goals.

(f) standard industry practices.

(iii) Consistent with standard industry practices, an MBE or FBE subcontractor may enter into second tier subcontracts. If an MBE or FBE subcontractor subcontracts a significantly greater portion of the work of its subcontract to a non-minority, non-female owned firm than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or FBE subcontractor is not performing a commercially useful function.

B. Suppliers Participation

Where a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, in whole or in part, the MBE or FBE supplier participation may be credited towards the applicable goal as follows:

(i) 100 percent of the contract amount for MBE or FBE suppliers who manufacture the goods supplied.

(ii) 100 percent of the contract amount for MBE and FBE suppliers who are wholesalers warehousing the goods supplied or who are manufacturers* representatives, provided that only *25* percent of the applicable MBE or FBE goal may be attained by non-manufacturing supplier contracts to MBEs or FBEs.

(iii) For those contracts where an extraordinarily large proportion of the contract price is for equipment or supplies, a lower project goal may be set than otherwise would be required, or the 25 percent limit for suppliers may be increased, or a combination of these two methods may be utilized.

C. Joint Ventures and Mentor-Protégé Programs

(i) The Division of Equal Business Opportunity shall encourage, where economically feasible, establishment of joint ventures and mentor protégé programs to ensure prime contracting opportunities for African American, Hispanic, Asian American, Native American and Female Business Enterprises on all eligible projects over $10,000,000.00. Even if the prime itself is a MBE, joint venture between prime contractors and MBEs shall be required on all projects exceeding ten million dollars ($10,000,000.00).

(ii) Where a contractor engages in a joint venture to satisfy its Equal Business Opportunity Commitment, the Equal Business Opportunity Officer shall review and approve all contractual agreements regarding:

(a) The initial capital investment of each venture partner;

(b) The proportional allocation of profits and losses to each venture partner;

(c) The sharing of the right to control the ownership and management of the joint venture;

(d) Actual participation of the venture partners in the performance of the contract;

(e) The method of and responsibility for accounting;

(f) The methods by which disputes are resolved; and

(g) Other pertinent factors of the joint venture.

On the basis of these factors, the Equal Business Opportunity Officer shall determine the degree of AABE, HBE, ABE, or FBE participation resulting from the joint venture that may be credited towards the applicable EBO goals of the project.

The bidder or offeror shall provide the Equal Business Opportunity Officer access to review all records pertaining to joint venture agreements before and after the award of a contract reasonably necessary to assess compliance with this policy.

The Equal Business Opportunity Program also encourages Mentor-Protégé programs to assist African American, Hispanic, Asian American, and Female business enterprises in financing, bonding, construction management and technical assistance. Mentor-Protégé agreements will be reviewed by the Equal Business Opportunity Officer for final approval of the following terms of each agreement:

(a) type of technical assistance to be provided by mentor;

(b) rights and responsibilities of each mentor and protégé contracting activity;

(c) the specific duration of the agreement;

(d) the amount of participation by the protégé that may be credited toward the applicable EBO goal.

EQUAL BUSINESS OPPORTUNITY PLAN

In accordance with Section 127-13(1) of the City of Jackson's Equal Opportunity Ordinance, each contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity Plan with bid submission. Such plan should be titled "Equal Business Opportunity Plan (EBO Plan)" and should include the following:

A. Names, addresses and contact persons of each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise to be used in the contract.

B. The type of work or service each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise will perform.

C. The dollar value of the work or service to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.

D. Scope of the work to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.

Waiver

If the EBO Plan does not meet the project goals, the bidder or offeror must seek a partial or total waiver of the project goals. The application for waiver of all or part of the project goals must include full documentary evidence of the bidder*s or offeror*s good faith efforts *(see EBO Plan Application)* to meet the project goals and why the request for waiver should be granted. The application shall be in writing and submitted as a part of the bid or offer. It should include a narrative, affidavits and/or exhibits which verify the actions taken by the bidder or offeror to meet the goals.

Replacement

If a MBE/FBE Subcontractor cannot perform satisfactorily, the Contractor shall take all necessary reasonable steps to replace the Subcontractor with another MBE/FBE Contractor. All MBE/FBE replacements must be approved by the EBO Review Committee and the Department.

To demonstrate necessary reasonable efforts to replace any Subcontractor that is unable to perform successfully, the Contractor must document steps taken to subcontract with another MBE/FBE Contractor.

CITY OF JACKSON, MISSISSIPPI
EQUAL BUSINESS OPPORTUNITY PLAN APPLICATION

I. **Company Name:** _____

Address: _____

City: _____ **State:** _____ **ZIP Code:** _____

Telephone: (_____) _____

E-mail: _____

II. **Bid Name and Number:** _____

III. **PROPOSED MINORITY AND/OR FEMALE SUBCONTRACTORS:** ***(SEE ATTACHMENTS)***

If a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, all MBE or FBE supplier participation will be credited in accordance to Section 127-13-1(B) of the EBO Ordinance.

IV. **Total Bid Amount: $** _____

V. **WAIVER REQUESTED ...** ☐ ***(If you fail to meet either or all of the EBO Participation Goals, check this box and follow the directions below to provide the required WAIVER STATEMENT*.)***

**** The bidder/offeror shall provide the following as evidence of its good faith efforts and will be evaluated on the same:***

(a) Copies of written notification to MBEs and FBEs soliciting their participation as a subcontractor.

(b) Evidence of efforts made to divide the work into economically feasible units in order to increase the likelihood of meeting the EBO participation goals.

(c) Evidence of efforts made to negotiate with MBEs and/or FBEs, including, at a minimum:

1. **The names, addresses, and telephone numbers of the MBE and FBEs who were contacted.**
2. **A description of the information provided to MBEs and FBEs regarding the plans and specifications for portions of the work to be performed.**
3. **A statement of reasons why additional agreements with MBEs and FBEs, if needed to meet the stated goals, were not reached.**

Revised 06/01/05, TR

4. **Evidence of efforts made to assist the MBEs and FBEs contacted who need assistance in obtaining bonding and insurance which the bidder or offeror requires.**

5. **For each MBE and FBE contacted which the bidder or offeror considered to be not qualified, include a written statement of the reasons for the bidder's or offeror's conclusion.**

6. **Written quotes solicited from all MBEs and FBEs seeking subcontract work with Prime Contractors at the time of the bidding.**

7. **A statement with supporting documentation and affidavits indicating whether the offeror has used MBEs and/or FBEs as joint venture partners or subcontractors in past or present private sector contracts in Jackson.**

VI. Minority and Female Business Enterprise Actual Participation for this Bid/Offer/Proposal:

(* Please list your MBE and FBE Project Participation percentages (%) in the Table below.)

PROCUREMENT CATEGORY	Asian (ABE)	African-American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services					
Construction					
Goods & Non-Professional Services					

VII. CERTIFICATION

I certify, under penalties of perjury, that the information contained in this Equal Business Opportunity Plan Application is true and accurate to the best of my knowledge, and that my company fully intends to utilize all MBEs and FBEs listed if awarded the proposed project and/or service.

_____ _____

Authorized Signature and Title ***Date***

PRINT *"AUTHORIZED"* NAME HERE: _____

Appendix B

EQUAL BUSINESS OPPORTUNITY PLAN APPLICATION -- ATTACHMENT
Proposed Minority/Female Business Enterprise Firms

Company Name: _____ Type Trade/Business: _____

Address: _____

City, State, ZIP: _____

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE):

_____ Female (FBE)
_____ African-American (AABE)
_____ Asian (ABE)
_____ Hispanic (HBE)
_____ Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor _____ Supplier
_____ Joint Venture _____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): $ _____

Percentage of MBE and/or FBE Participation: _____ %

Company Name: _____ Type Trade/Business: _____

Address: _____

City, State, ZIP: _____

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE):

_____ Female (FBE)
_____ African-American (AABE)
_____ Asian (ABE)
_____ Hispanic (HBE)
_____ Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor _____ Supplier
_____ Joint Venture _____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): $ _____

Percentage of MBE and/or FBE Participation: _____ %

Appendix B

Company Name: _____ Type Trade/Business: _____

Address: _____

City, State, ZIP: _____

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE):

_____ Female (FBE)
_____ African-American (AABE)
_____ Asian (ABE)
_____ Hispanic (HBE)
_____ Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor _____ Supplier
_____ Joint Venture _____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): $ _____

Percentage of MBE and/or FBE Participation: _____ %

Company Name: _____ Type Trade/Business: _____

Address: _____

City, State, ZIP: _____

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE):

_____ Female (FBE)
_____ African-American (AABE)
_____ Asian (ABE)
_____ Hispanic (HBE)
_____ Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor _____ Supplier
_____ Joint Venture _____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): $ _____

Percentage of MBE and/or FBE Participation: _____ %

Appendix B

Company Name: _____ Type Trade/Business: _____

Address: _____

City, State, ZIP: _____

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE):

_____ Female (FBE)
_____ African-American (AABE)
_____ Asian (ABE)
_____ Hispanic (HBE)
_____ Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor _____ Supplier
_____ Joint Venture _____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): $ _____

Percentage of MBE and/or FBE Participation: _____ %

Company Name: _____ Type Trade/Business: _____

Address: _____

City, State, ZIP: _____

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE):

_____ Female (FBE)
_____ African-American (AABE)
_____ Asian (ABE)
_____ Hispanic (HBE)
_____ Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor _____ Supplier
_____ Joint Venture _____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): $ _____

Percentage of MBE and/or FBE Participation: _____ %

Appendix B

Company Name: _____ Type Trade/Business: _____

Address: _____

City, State, ZIP: _____

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE):

_____ Female (FBE)
_____ African-American (AABE)
_____ Asian (ABE)
_____ Hispanic (HBE)
_____ Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor _____ Supplier
_____ Joint Venture _____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): $ _____

Percentage of MBE and/or FBE Participation: _____ %

Company Name: _____ Type Trade/Business: _____

Address: _____

City, State, ZIP: _____

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE):

_____ Female (FBE)
_____ African-American (AABE)
_____ Asian (ABE)
_____ Hispanic (HBE)
_____ Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor _____ Supplier
_____ Joint Venture _____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): $ _____

Percentage of MBE and/or FBE Participation: _____ %

Revised 06/01/05, TR

Appendix B

Company Name: _____ Type Trade/Business: _____

Address: _____

City, State, ZIP: _____

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE):

_____ Female (FBE)
_____ African-American (AABE)
_____ Asian (ABE)
_____ Hispanic (HBE)
_____ Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor _____ Supplier
_____ Joint Venture _____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): $ _____

Percentage of MBE and/or FBE Participation: _____ %

Company Name: _____ Type Trade/Business: _____

Address: _____

City, State, ZIP: _____

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE):

_____ Female (FBE)
_____ African-American (AABE)
_____ Asian (ABE)
_____ Hispanic (HBE)
_____ Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor _____ Supplier
_____ Joint Venture _____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): $ _____

Percentage of MBE and/or FBE Participation: _____ %

Appendix B

EBO PLAN APPLICATION
CHECKLIST

To ensure that your Equal Business Opportunity (EBO) Plan Application is complete, please check each of the items below:

Waiver Requests

_____ If you cannot meet the EBO Participation Goals, you have checked that you are **requesting a waiver**.

_____ Your **Waiver Statement** is on your business letterhead and includes a clear and valid explanation of why the waiver is requested.

_____ If you have attempted to contact, but have not reached minority contractors for your proposed project, you have identified the **"good faith efforts"** outlined in the EBO Plan Application.

Proposed Minority Contractors

_____ If you are a minority primary contractor, **your business is not also listed** as one of the subcontractors for the project.

_____ The minority contractor(s) that you list is/are currently **certified with the City of Jackson** and in accordance with the executive order. *(Contact the Business Development Division at* (601)960-1055 to *check the status of your proposed minority contractors.)*

_____ Under each proposed MBE/FBE firm, only **one minority business type is checked** (for example, you have chosen FBE or AABE, but not both).

MBE/FBE Project Participation

_____ Your listed MBE/FBE will perform a **commercially useful function** (a distinct element of work that will be performed, managed and supervised).

_____ You have provided detail for both the **type and scope of work** the minority contractor will perform.

_____ Your **MBE/FBE dollar value of the work to be performed** is accurate.

_____ Your total **percentages for MBE/FBE participation** are included and accurate.

For more information contact:
The EBO Division, City of Jackson
601-960-1856

Appendix C: Standard Demolition Contract

Appendix C

CITY OF JACKSON, MISSISSIPPI

Community Improvement Division

DEMOLITION CONTRACT

THIS AGREEMENT made by and between the CITY OF JACKSON, MISSISSIPPI, hereinafter called ("CITY"), and _____, having its principal place of business at _____, , MS _____ and mailing address of _____, _____, MS _____, hereinafter called the ("VENDOR.")

WHEREAS, the CITY is a corporate body politic organized and existing pursuant to the laws of the State of Mississippi;

WHEREAS, the City Council of Jackson, Mississippi passed a resolution on_____ which declared the property described in **Exhibit A** to be a menace to public health, safety, and welfare; and in such a state of disrepair to warrant the demolition and removal of any structure(s), building(s), attachment(s) and/or appurtenance(s) to said real property;

WHEREAS, the CITY, pursuant to the said _____ resolution, has decided to retain contract labor for the demolition of the structure and removal of debris at the subject location after the owner refused to demolish and remove the structure; and

WHEREAS, the CITY estimated the cost for performing the work or solicited quotes for the performance of the work; and

WHEREAS, the VENDOR has agreed to perform the work based on the City's pre-determined cost or based on the quote submitted;

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein and set forth, the CITY and the VENDOR agree as follows:

Appendix C (continued)

SECTION 1 – LABOR AND MATERIALS

Contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in **Exhibit A** and made a part hereof for the sum of

$_____.

SECTION 2 – NOTICE TO PROCEED

Vendor shall not begin the work to be performed until receipt of written Notice to Proceed, after which the **Vendor shall complete the work within thirty (30) calendar days of the date of the Notice to Proceed attached in Exhibit B**. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed.

SECTION 3 – SPECIFICATIONS, CODES AND REGULATIONS

Vendor shall comply with all appropriate specifications, including the general conditions provided separately to the Vendor and codes referred to therein, as well as all applicable and controlling Federal, Mississippi State and municipal law and permit reasonable inspection of all work by authorized inspectors.

SECTION 4 – INSURANCE AND BONDING

In carrying out the work herein proposed, the Vendor will maintain, at a minimum, the following insurance coverage:

A. Vendor shall, at its expense, carry General Liability Insurance, with maximum bodily injury coverage of not less than $1,000,000 aggregate and $1,000,000 per occurrence, and property damage coverage of not less than $500,000 aggregate and $1,000,000 per occurrence.

B. Vendor shall provide, at its expense, all applicable Mississippi Workman's Compensation insurance, unemployment compensation insurance, sickness and disability and/or social security insurance, and will comply with all local, state and federal laws and/or regulations relating to employment.

Appendix C (continued)

C. Vendor shall, at its expense, carry Automotive Public Liability Insurance, with maximum limits of not less than $50,000 for one accident and Automotive Property Damage Insurance with maximum limits of not less than $50,000 for one accident, to protect from all claims arising from the use of the following:

(1) Vendor's own automobiles, trucks and/or vehicles

(2) Hired automobiles, trucks and/or vehicles

(3) Automobiles, trucks and/or vehicles owned by subcontractors

The aforementioned is to cover use of automobiles, trucks and/or vehicles on and off the project sites.

D. Vendor shall, at its expense, carry **Owner's Protective Liability Insurance** with the City of Jackson as a named insured and their servants, agents and employees as additional insured in amount not less than $1,000,000 as well as property damage liability coverage in the amount of $1,000,000 per occurrence and $1,000,000 aggregate for all damages arising out of injury to or destruction of property during the policy period.

E. Pollution Liability Insurance Coverage with limits equivalent to those stated for General Liability.

F. Surety Bond shall include performance bond and payment bond in the amount of the contract. The date of Bond must not be prior to the date of the Contract in connection with which it is given.

IMPORTANT: Surety companies executing BONDS (bid, performance or payment) must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

The Vendor shall carry all insurance and bonding as prescribed herein and all policies shall be with companies satisfactory to the City. If a part of this contract is sublet, the Vendor shall require each Subcontractor to carry insurance of the same kinds and in like amounts carried by the prime Vendor.

Certificates of insurance shall state that thirty (30) days written notice will be given to the City before the policy is canceled or changed. No Vendor or Sub-vendor will be allowed to start any work pertaining to the Agreement until certificates of all insurance required herein are filed with and approved by the City. The Certificates shall show the type, amount, class of operations covered, effective dates and dates of expiration of policies.

Appendix C (continued)

SECTION 5 – ASBESTOS AND LEAD COMPLIANCE

Vendor shall comply with the provisions of 29 CFR Part 1926(OSHA), governing the protection of workers disturbing lead painted surfaces. These provisions include, but are not limited to the following:

1. The Vendor shall contact the City's inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.

2. The Vendor shall conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 ug/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.

3. The Vendor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.

4. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.

5. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.

6. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.

7. The Vendor shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the contractor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH".)

8. The Vendor shall comply with all relevant MS laws as well as 10 CFR 10.6.080, 10 CFR 6.240, and 10 CFR 6.250, EPA regulations at 40 CFR Part 61 governing asbestos, and OSHA worker protection regulations.

9. The Vendor shall furnish documentation to the City upon execution of this agreement proving that vendor is qualified to abate asbestos or has entered into a subcontract with an individual qualified to perform asbestos abatement. If vendor subcontracts with an individual qualified to perform asbestos abatement, then a a copy of the subcontract and the subcontractor's asbestos abatement

Appendix C (continued)

qualifications must be provided.

10. The vendor shall provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

SECTION 6 – PERMITS AND LICENSES

The Vendor **must obtain and pay for all permits and licenses** necessary for the completion and execution of the work and labor to be performed.

SECTION 7 – DEBRIS AND MATERIAL REMOVAL

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor, unless specified otherwise in the "Request for Quotes." The Vendor shall also dispose of demolition debris in compliance with State and Federal laws. Vendor shall provide the City with receipts obtained in the disposal of demolition debris and all other materials removed from site. In lieu of disposal receipts for salvageable materials, Vendor shall submit proof of recycling or appropriate storage for repurposed materials.

SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

Neither party may assign all or any portion of this Agreement except for entering into a subcontract for abatement of asbestos without the prior written consent of the other. Vendor is responsible for all work carried out by all sub-vendors.

Vendor shall not subcontract any part of the work to be performed under this contract to any member, officer or employee of the CITY or its designees or agents, members of the governing body of the CITY, any other public official of such locality who exercises any functions or responsibilities with respect to the Community Development Program giving rise to this contract during this or her tenure or for one year thereafter.

Appendix C (continued)

SECTION 9 – SUCCESSORS AND ASSIGNS

The Vendor binds itself, partners, successors, receivers, administrators, and assigns to the other party to this Agreement, and to the partners, successors, receivers, administrators, and assigns of each other party in respect of all of covenants this Agreement.

SECTION 10 – NOTICES

All notices, requests, demands, or other communications required by this Agreement, or desired to be given or made by either of the parties to the other hereto, shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

City of Jackson, Mississippi
Chokwe Antar Lumumba, Mayor
200 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Vendor:

ADDRESS

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from

exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

B. Termination for Convenience. The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering notice to the Vendor. The Notice of Termination shall include reasonable instructions to the Contractor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed as of the date notice of termination.

SECTION 12 - FEDERAL GRANTS

In the event any federal grants or funding becomes available, the Vendor agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

This agreement shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the CITY be obligated to pay attorney's fees or the cost of legal action against the Vendor.

SECTION 14 - INDEMNIFICATION

The Vendor agrees to indemnify and hold CITY harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, including governmental and physician claims and creditor, reasonable attorney and other professional fees and costs arising

out of or in connection with or caused by, in any way, the negligence, willful misconduct of or breach of agreement by the Vendor, to the extent not otherwise contributed to by the act or negligence of any indemnified party.

The CONTRACTOR further agrees to indemnify and hold harmless the CITY for all penalties, fines and other obligations which may be imposed by regulatory agencies, including but not limited to, the Mississippi Department of Environmental Quality as a result of the Vendor's negligence or wrongful failure to perform.

SECTION 15 – GUARANTY

The Vendor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Vendor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from any and all effects due to faulty materials or workmanship and the Vendor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The CITY will give notice of observed defects with reasonable promptness. In the event that the Vendor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the CITY may, after giving thirty (30) days notice to the Vendor, do so and charge the Vendor the cost thereby incurred. The CITY will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

SECTION 16 – NO AGENCY

The Vendor is an independent contractor providing services to the City and the employees, agents, and servants of the Vendor shall in no event be considered to be the employees, agents, or servants of the City. This Agreement is not intended to create an agency relationship between the Vendor and City.

Appendix C (continued)

SECTION 17 – HEADINGS

The headings used in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.

The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the CITY that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

If the Vendor fails to complete the work within the Contract time or extension of time granted by the CITY, then the Vendor may be required to pay to the City the amount of $50 per day for liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents.

The Vendor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Vendor has promptly given written notice of such delay to the CITY:

To any preference, priority or allocation order duly issued by the CITY.

To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public enemy, acts of the CITY, acts of another Contractor in the performance of a contract with the CITY, fires, floods,

epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and

To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).

In the event that Vendor fails in any of its obligations under this Section, the CITY may take one or more of the following actions to protect its interests:

Suspend the performance of the agreement until Vendor provides assurances that it intends to adhere to the said Standards of Professional Conduct;

Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to adhere to the terms of this Section;

Debar Vendor from future work for CITY for a period not less than six (6) months. Vendor shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or

Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to CITY for Vendor's failure to adhere to the requirements of this Section.

SECTION 19 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION

Appendix C (continued)

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

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

The Vendor 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 by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Vendor 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 their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

Appendix C (continued)

SECTION 20 – TRAINING AND EMPLOYMENT OF LOWER INCOME RESIDENTS OF PROJECT AREA

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 170l-u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

SECTION 21 – PAYMENT

The City shall pay the Vendor within 30 days but no later than 45 day of completion of the project upon receipt of final invoice and certification of satisfactory completion by the Department of Community Improvement Division.

The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to Vendor.

SECTION 22 – GENERAL PROVISIONS

This contract embodies all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.

Appendix C (continued)

SECTION 23 - ACCEPTANCE

IN WITNESS WHEREOF, the OWNER and the CONTRACTOR, acting herein by their duly authorized representatives have hereunto set their hands this day and year first above written.

_____

VENDOR'S SIGNATURE

Title_____

Date Executed: _____

THE CITY OF JACKSON

By: _____

Chokwe Antar Lumumba, Mayor

Attested by:

_____

City Clerk

Date attested: _____

Appendix C (continued)

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel #**___ bearing the physical address of _____ for **Case #**_____: