



**REQUEST FOR PROPOSALS (RFP)
FOR CITY OF JACKSON
HISTORIC PRESERVATION CONSULTANT**

REQUEST FOR PROPOSALS (RFP) # 2022-HP-1

ISSUE DATE: - February 17, 2022

Last Day for Written Inquiry: March 4, 2022 @ 3:30 p.m., CDT

CLOSING DATE: March 22, 2022 @ 3:30 p.m., CDT

CONTACT:

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REQUEST FOR PROPOSALS (RFP) HISTORIC PRESERVATION CONSULTANT

The City of Jackson's Department of Planning and Development is soliciting proposals to retain the services of a consultant to support management of City of Jackson's Historic Preservation Commission (JHPC) and provide guidance and support to the public regarding preservation projects in the City of Jackson.

Proposals will be received by the City of Jackson, Office of the City Clerk, at 219 South President Street, Jackson, MS 39205 until 3:30 p.m., Central Daylight Time (CDT) on **Tuesday March 22, 2022**. Each proposer must submit a signed original and two (2) printed copies of its proposal, the required certifications and affidavits attached thereto. Electronic bids and/or reverse auction 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.

Copies of the Request for Proposals may be obtained from the City of Jackson, Department of Planning and Development by emailing Chloe Dotson at cdotson@jacksonms.gov or on the city's website at www.jacksonms.gov.

Jordan Rae Hillman, Director
Department of Planning and Development
City of Jackson, Mississippi

Newspaper: The Mississippi Link
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1. GENERAL INFORMATION

1.1. Introduction

Historic preservation is vital to maintaining Jackson's unique character and helps to insure quality construction that is compatible with existing neighborhood characteristics. The Historic Preservation Ordinance first adopted in 1988 and amended as needed, guides new development within local historic districts and alterations to cultural, architectural, archeological and properties which are local or state landmarks or on the National Register of Historic Properties. The local historic districts were identified and design restrictions were imposed after property owners within these areas agreed that this designation would be advantageous to your community. The Jackson Historic Preservation Commission was created to preserve, promote and develop the historical resources of the city and to advise the governing authorities as to the designation of historic districts, landmarks, and landmark sites.

The purpose of the selected consultant would be to ensure the protection, enhancement and perpetuation of properties of cultural, architectural, archaeological or historical merit is a public necessity and is required in the interest of the health, prosperity and welfare of the people. Therefore, pursuant to the Mississippi Local Government Historic Preservation Act of 1978 (MCA 1972, -39-13-1 et seq.) The consultant in collaboration with City of Jackson Department of Planning staff will ensure the following Historic preservation guidelines are implemented successfully.

1. Effect and accomplish the protection, enhancement and perpetuation of landmarks, landmark sites, and historic districts which represent distinctive elements of the city's cultural, social, economic, political and architectural history;
2. Safeguard the city's historic, aesthetic and cultural heritage, as embodied and reflected in such landmarks, landmark sites, and historic districts;
3. Foster civic pride in the accomplishments of the past;
4. Ensure the harmonious, orderly and efficient growth and development of the city;
5. Stabilize the economy of the city through the continued use and revitalization of its landmarks, landmark sites, and historic districts;
6. Protect and enhance the city's attractions to tourists and visitors and the support and stimulus to business and industry thereby provided; and
7. Promote the use of landmarks, landmark sites, and historic districts for the education, pleasure and welfare of the people of the city.

1.2. JHPC Meetings

The Commission meets once a month, on the second Wednesday of each month at 12:00 p.m. at 200 South President Street in downtown Jackson. This is a 9-member board, each serving 3-year terms. Commissioners are appointed by the Mayor, subject to confirmation by the City Council, and serve as unpaid volunteer municipal officials.

1.3. JHPC Application Types

The following are the application types processed by the city for JHPC

- Certificate of Appropriateness: Tree Removal -This application is for removal of dying tree or a tree endangering a house. If you are applying for removal of a live tree larger than six inches in diameter and 5ft or more above the ground, please use the regular COA application for JHPC review and approval.
- Certificate of Appropriateness: New Construction, Addition, Alteration, Repair, Relocation and Demolition - This application is for New Construction, Addition,

Alteration, Repair, Relocation and Demolition of a historic structure in the City of Jackson.

- Certificate of Appropriateness: Fence Construction -This application is for construction of side and/or back yard fence, the fence height is not exceed 6ft tall , and the fence type is wooden good neighbor fence, or simply designed wrought iron, steel, aluminum fence only.
- JHPC Compliance Agreement - Routine maintenance and minor work may be approved by staff via Compliance Agreement if there is to be no change in the design, materials, or general appearance of the structure of grounds. Replacement of roofs, fascia boards and a small amount of replacement siding with identical sizes and types of material is an example of routine maintenance. A determination can be made at the time of the preliminary conference with staff.
- Jackson Historic District Designation - Application to designate an area within the City of Jackson as a Historic District.
- Jackson Landmark Site Designation - Application to designate an area within the City of Jackson as a Jackson Landmark Site Designation.

1.4. JHPC Historic Districts (Local Only)

The City has five local historic districts, four of which are also National Register Historic Districts. They are the Belhaven Heights Historic District, Farish Street Historic District, Morris Historic District, Medgar Evers Neighborhood Historic District and Belhaven Historic District. Fourteen individual sites have been locally designated and several of these are also on the National Register of Historic Places.

1.5. JHPC Submission 2021 Case Volumes

The following is provided for estimation purposes only. The volumes are non-binding and are based on averages only.

Certificate of Appropriateness for New Construction, Addition, Alteration, Repair, Relocation and Demolition – 25-35 per year – These range in effort and time due to extent of renovation and if a design professional with Historic Preservation experience is involved.

Certificate of Appropriations for Fence: 1-2 per year.

Certificate of Appropriateness for Tree: 1-2 per year.

Compliance Agreements- 20 per year.

1.6. JHPC Adopted Design Guidelines and Ordinances

The JHPC is governed by Chapter 70 of the City of Jackson Code of Ordinances. This can be viewed at <https://library.municode.com/ms/jackson>. The JHPC has adopted design guidelines for the Farish Street, Belhaven and Belhaven Heights Historic Districts. The guidelines are available at <https://www.jacksonms.gov/historic-preservation/>.

2. PROJECT BACKGROUND

2.1. Project Budget

The expected budget for this project is \$15,000-25,000 per year. Proposers are encouraged to provide the best quality approach to fulfilling the desired scope of work.

2.2. Expected Timeline

Expected to begin in May 2022

2.3. Work Assignment

We estimate staff spends approximately 100-125 hours per year performing this work. Some months and years have more activity than others. This work will be assigned on an as needed basis based on application received.

2.4. City Furnished Resources

City of Jackson will furnish office space if desired and allow access to printer, copier, envelopes, postage, and other standard office supplies. This is done in effort to control consultants' costs. Consultant should include in hourly rate any travel, mileage, and other expenses. There will be no additional expenses for reimbursement as part of this contract.

3. Schedule and Submittal

3.1. Schedule

The City intends to adhere to the schedule provided in the table below for the procurement of services. This schedule may change at the City's sole discretion.

Procurement Schedule

Activity	Date – 2022
Procurement Request Released	February 17th, 2022
Last day for written Inquiry	March 4th, 2020 at 3:30 PM CST
Inquiry Response Returned	March 11 th , 2022
Submissions Due	March 22nd, 2022 no later than 3:30 PM CST
Finalist in Person Interviews*	TBA
Final Selection	TBA
Notice of Intent to Award**	TBA

* City of Jackson reserves the right to award a contract(s) without interviews.

**Issuance of a Notice of Intent to Award is not a substitute for a contract and can be revoked.

City of Jackson reserves the right to modify the Procurement Schedule through written addenda.

Scope of Work

3.2. Tasks

3.2.1. JHPC Commissioner Materials

Develop materials for JHPC Board meetings to include in JHPC Meeting Packet to include:

- Prepare meeting minutes and agenda on a monthly basis and for any special called meetings
- Staff report including staff recommendation and analysis of compliance with established design guidelines and Secretary of the Interior Standards.
- Compile JHPC Commissioner and Staff packets and deliver to commission members and staff. Some commissioners require physical packets to be mailed or delivered to their residence.

3.2.2. JHPC Meetings

Attend JHPC meetings to explain staff recommendations and answer questions from the commission.

3.2.3. Application of Design Guidelines

Use the Farish Street Historic Guidelines and the Belhaven and Belhaven Heights Historical Guidelines to determine the best staff recommendation for submitted application for JHPC review and action.

3.2.4. Consultation with Applicants

Schedule and conduct meetings and/or on-site inspections with Applicants, Developers, Architects and Engineers when necessary, by project scope.

3.2.5. Design Review

Provide historic preservation design review to applicants and provide direction for successful submission of projects.

3.2.6. Coordination

Coordinate activities with designated City of Jackson staff member to include:

- Attend meetings with JHPC Staff, to report on progress of work, review of specific cases and to receive new assignments.
- Monitor billing for management of costs within established budget.
- Provide completed project files for permanent storage.
- Provide monthly reports outlining hours and activities.
- Provide monthly invoices for work performed.

3.2.7. Mississippi Department of Archives and History

Coordinate with the Mississippi Department of Archive and History when directed and as necessary.

4. Submittal Instructions

4.1. Submission

Proposers shall remit one (1) original and six (2) signed copies of their proposal including required certifications and affidavits.

Any alterations to the forms contained in the RFP may be cause for the proposal to be declared as nonresponsive. For this Request for Proposals (“RFP”), all Proposals will be received by the City of Jackson, Office of the City Clerk at 219 South President Street, Jackson, MS 39205 until 3:30 p.m., Central Daylight Time (CDT) on Tuesday March 22. Electronic bids and/or reverse auction 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.

4.2. General Conditions

4.2.1. Limitations

This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for services or supplies. The City expressly reserves the right to reject any and all proposals or to waive any irregularity or information in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City reserves the right to modify the RFP schedule described herein.

4.2.2. Award

The City may ask RFP finalists to present oral presentations regarding their firms and any special expertise in the necessary areas. All finalists may be required to participate in negotiations and submit such price, technical, or other revisions of their proposals as may result from negotiations. The City also reserves the right to award the contract without discussion or interviews, based upon the initial proposals. Selection will be based upon demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required. Following the initial qualifications-based selection, the price proposal provided will be the basis for negotiations to ensure the City receives a fair and reasonable price.

4.2.3. Written Inquiries and Responses

All questions pertaining to this RFP shall be submitted in writing to the City’s Deputy Director of Planning and Development Chloe Dotson at cdotson@jacksonms.gov. The deadline for submitting questions is stated in the procurement schedule. QUESTIONS OR COMMENTS WILL NOT BE RESPONDED TO OVER THE TELEPHONE. A response to questions and comments will be emailed to all solicitors after receipt of said questions or request for an interpretation or comments pursuant to the procurement schedule. Proposers shall rely only on written addenda provided by the City in submitting or revising Proposals.

Bidders are specifically directed not to contact any City personnel for meetings, conferences, or technical discussions related to this Request for Proposals. Failure to adhere to this policy may be grounds for rejection of proposal.

The City of Jackson will not be responsible for oral interpretations given by any City employee, representative, or others. Bidders are cautioned that any statements made that materially change any portion of the proposal documents shall not be relied upon unless subsequently

ratified by a formal written amendment to the proposal document. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the City. Addenda will be posted on the City's website where the RFP is posted and www.centralbidding.com. Prospective proposers must check the website for addenda or other relevant new information during the response period. The City is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

4.2.4. Proprietary Information

The proposals received shall become the property of the City of Jackson and are subject to public disclosure. Proposers are to indicate any restrictions on the use of data contained in their responses. Those parts of a proposal which are defined by the bidder as business or trade secrets, as that term is defined in State of Mississippi Government Code and are reasonably marked as "Trade Secrets", "Confidential" or "Proprietary" shall only be disclosed to the public if such disclosure is required or permitted under the State of Mississippi Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most or all, of their proposal as exempt from disclosure may be deemed non-responsive.

5. Proposal Content

The organization of the proposal should follow the general outline below.

5.1. Technical Proposal:

5.1.1. Letter of Transmittal:

The transmittal letter should include the name, title, address, phone number, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the consultant(s) firm, and who may be contacted during the period of proposal evaluation. Only one transmittal letter need be prepared to accompany all copies of the technical and cost proposals. Proposal transmittal letter shall also state the Consultant's ability to comply with the contract provisions as outlined in the City's sample professional services agreement and insurance requirements, or indicate which provisions will require amendments during contract negotiations.

5.1.2. Executive Summary

Describe your understanding of the project and a description of the process/approach to be used.

5.1.3. Project Management

The proposer must prepare an explanation of the project management system and practices to be used to assure that the proposed services are completed timely and that the quality of the products will meet the City's requirements.

5.1.4. Company Profile and Qualifications

Proposer must include the following:

- a brief description of the firm or firms, including the year the firm was established, type of organization of firm (partnership, corporation, etc.), and any variation in size over the last five years, along with a statement of the firm's qualifications for performing the subject consulting services
- a brief description of the firm's experience with similar projects
- description of the qualifications and experience of each professional who will participate in the project, including a resume for each member of the project team

- designated project manager and an if applicable an organizational chart showing the manager and all project staff who will provide services
- a description of how the consultant or firm meets the minimum qualifications require for this RFP.

5.1.5. References

The proposal must include a list of (at least 3) references for similar projects. References should include client contact names, addresses, phone numbers, description of the type of work performed, approximate dates on which the work was completed, and professional staff who performed the work. If a subcontractor is proposed, two to three similar qualifications and references should be provided for the subcontractor.

5.2. Cost Proposal

The proposer shall prepare a detailed cost proposal for the work to be performed. The cost proposal shall follow the format of the cost proposal form.

Provide cost based on an hourly rate for prime and sub-consultants staff. This hourly rate shall be all inclusive, i.e. Operating costs such as travel, parking, telephone, etc. No reimbursement will be made for travel or expenses. City of Jackson can provide office space and access to materials and equipment needed for printing and copying including paper, envelopes, postage.

5.3. Required Forms and Certifications

- Acknowledgement of Receipt of Addenda (submit whether or not any addenda are issued)
- City of Jackson DBE/MBE Application or Waiver – Please note that this form requires identification of DBE/MBE participation or documentation as to why a waiver is needed. Waivers will be accepted with valid documentation.

5.4. Clarification/Interviews

Proposer may be asked to clarify proposal information through writing or interviews. The clarification period will begin when the Proposals are submitted. Proposer may be required and shall be prepared to attend an interview with the Evaluation Committee. The City may choose, at its sole option, not to interview all proposing Proposers. The City may reject any or all Proposals submitted, or at its sole discretion, award the Agreement to the best Proposal without any interviews.

5.5. Accuracy in Reporting Requested Information

Information submitted as part of the RFP will be subject to verification. Inaccurate information or information that is misleading will be, at the City's sole discretion grounds for removal of a proposal from further consideration. In the event a Proposer is awarded an Agreement because of this RFP, any inaccurate or misleading information subsequently discovered by City to be a part of the proposal will be, at the City's sole discretion, grounds for Proposer's termination by default under the terms of the Agreement.

5.6. Proposal Guidelines

5.6.1. Willingness to Accept Proposed Arrangements

Proposers should fully inform themselves of the conditions, requirements, and specifications before submitting a proposal. The submission of a proposal constitutes Proposers' acceptance of the terms and conditions of this solicitation request, including the underlying contract terms and conditions which are set out herein.

The Proposer is responsible for all costs related to the preparation of the proposal, demonstrations, or interviews. Any costs associated with the project not specifically set forth in this Request for Proposal will be the responsibility of the Proposer and will be deemed included in the fees and charges proposed.

City of Jackson reserves the right to:

- Award to one or more vendors
- Accept or reject any or all proposals
- Reject any or all proposals until a contract is signed with the Proposer
- Reject this solicitation and issue a new one for any reason
- Waive deviations from the requirements
- Waive any informality or minor irregularity in proposals received
- Issue changes to the solicitation in the form of written addenda
- Request additional information to fully evaluate a proposal

A proposal will be rejected when:

- It is late
- Not in the required format
- The Proposer fails to meet the minimum qualifications
- Any required form is not signed
- Vendor information, references, or any other form is incomplete or incorrect
- Any other reason determined to be in the best interest of the City of Jackson
- It does not meet required terms and conditions
- The details of the proposal have been altered
- A Proposer fails to timely respond to a request for additional information
- It fails to contain any of the required information
- A conflict of interest is not properly disclosed
- Proposer fails to acknowledge in writing an addendum

Proposals may not be modified after opening unless requested by City of Jackson. Prior to opening, proposals may be withdrawn at any time.

City of Jackson may request that information be displayed differently than presented (for example, request a bundled pricing structure be itemized).

Proposal pricing shall be valid for a period of 120 calendar days from proposal.

City of Jackson may request clarification or additional information, including, but not limited to, financial statements.

Submission of a response constitutes an offer to enter into a binding legal Agreement with the City on all the terms specified in this RFP including all Appendices.

5.6.2. Minimum Proposer Qualifications

At the time of award of proposal, Proposers and any sub-consultants must meet the following minimum qualifications. Proposers may not substitute qualifications of a sub for their own:

- Proposers should meet the Secretary of Interior Standards for Professional Qualifications Standards Historic Preservation or other similar profession.

- Have a State of Mississippi and all required local government business license(s) and endorsements.
- Is skilled and regularly engaged in the general class or type of work called for under the contract.
- Has performed satisfactorily on other contracts of like nature, magnitude and comparable difficulty, and at comparable rates of progress.
- Ability to attend meetings on-site at City of Jackson or other area locations.
- Demonstrate the ability to maintain adequate files and records to meet project reporting requirements.
- Familiarity with Section 106 Regulations, 36 CFR Part 800 Regulations, the Secretary of the Interior Standards for Rehabilitation, City of Jackson Historic Preservation Ordinance, City of Jackson Design Guidelines for the Farish Street Neighborhood Historic District and the City of Jackson Belhaven & Belhaven Heights Historic District Design Guidelines
- Familiarity with historic resources data base for City of Jackson (National Register & National Register eligible properties), and familiarity with, City of Jackson Historic Districts, and National Register/National Register Eligible properties within City of Jackson.

5.6.3. Submission Standards

Proposals will have:

- Pages of the proposal should be numbered
- Sections should be clearly labeled.
- Sections should follow order and organization of the proposal content section.

5.6.4. Conflict

City of Jackson officers, employees, agents, or Council members will not solicit or accept gifts, favors, or anything of monetary value from Proposers. Any City of Jackson officer, agent, employee, or Jackson City Council member with a perceived or actual financial or other interest in the award of this proposed contract will recuse himself/herself from any evaluation or decision on any proposal.

Proposers and their staff must declare any perceived or actual conflict of interest. For example, a conflict of interest would arise if a Proposer or staff did the following:

- Assists in the creation of the scope of work. This includes, but is not limited to, reviewing and commenting on the preliminary scope in whole or part, assisting staff in specification writing, or recommending the use of a particular brand or supplier/distributor in the specification or evaluation of proposals.
- Has access to nonpublic information during the performance of an earlier contract or has been provided with information other contractors have not during procurement.
- Assists in the creation of a project budget.
- Has a personal or professional relationship or affiliation (past or present) with a member of the evaluation or project team.
- Has a financial gain from the recommendation and/or purchase of a particular good or service relating to a contract or potential contract. (e.g. distributor/manufacturer relationship).

City of Jackson will review all conflict of interest statements and notify the Proposer of its decision to allow or reject a proposal as it pertains to the conflict.

If a conflict of interest is discovered post-award, this will be considered a breach of contract and the contract will be terminated under the terms and conditions provided. The Proposer must pay any additional costs incurred by the City of Jackson to engage another contractor to finish the work.

5.6.5. Addenda

Addenda will be issued to all known RFP holders, posted at the City of Jackson's website, and on Central Bidding should questions or clarifications be deemed significant enough to affect received proposals. Proposers must ensure they receive all issued addenda prior to the submission deadline, and acknowledge each addenda on Exhibit A.

5.6.6. Contact with City of Jackson

Unauthorized contact regarding this RFP with City of Jackson employees or agents may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Jackson. Proposers should rely only on written statements issued by the RFP contact.

6. Evaluation and Selection

6.1. Evaluation and Selection Process

Proposals submitted in response to this RFP will be evaluated in accordance with the criteria established in RFP. The Evaluation Committee shall score the Proposals and make a recommendation to the Director of Planning and Development. Oral presentations and interviews may be requested by the, Department of Planning and Development. The Deputy Director of Transportation, Department of Planning and Development and/or his/her representatives shall have the right to conduct a cost/price analysis, to review and audit all business records and related documents of any and all Proposers (including any affiliate or parent company, partner, or joint venture member) to determine the fairness and reasonableness of the proposal, to contact any and all client references, and to conduct site visits and investigations.

After the review and scoring, the Director of Planning and Development shall submit a recommendation for award of the Agreement to the City Council.

6.2. Selection Evaluation Criteria

Upon receipt of the proposals, a technical evaluation will be performed. Each of the major sections of the proposal will be reviewed and evaluated with criteria designed to help judge the quality of the proposal.

The proposals will be evaluated based on the firm's or team's qualifications and related project experience, specifically of those assigned to the project. An understanding of the work to be performed, the proposed project approach, and the qualifications, experience, ability and capacity of the firm and/or team to complete the project in the time and within a budget specified, is paramount in the selection process.

EVALUATION CRITERIA	Weight
understanding of work to be performed	20%
project approach to scope of work and deliverables	35%

team qualifications and experience	25%
Pricing	20%
TOTAL:	100%

6.3. Selection Committee

The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers. The Selection Committee, comprised of a minimum of several individuals, will evaluate Proposals and other submitted documentation based on the criteria above.

6.4. Cost and Contract Negotiations

Once the selection process (written proposal review and oral interviews, if held) is complete, the top-ranking firm will be invited to enter into contract negotiations with the City. In addition, consultants will be expected to accept the standard City contract language for professional services agreements. If negotiations are unsuccessful, discussions with the highest ranked firm will be terminated and the second highest ranked firm may be contacted for negotiations.

6.5. Final Selection

Final selection of the consultant will be made by the Director of Planning and Development, based on the Selection Committee's evaluation of proposals, the results of the oral interview (if applicable), and terms of the contract language negotiated with the City.

6.6. Notification to Unsuccessful Proposers

Unsuccessful Proposers shall be notified of the City's award of the Agreement to the successful Proposer within five (5) working days of said decision.

7. Reservation of Rights

7.1. City's Rights

The City's rights include, but are not limited to, the following:

- Issuing addendum to the RFP, including extending or revising the timeline for submittals.
- Withdrawing, reissuing, or modifying the RFP.
- Requesting clarification and/or additional information from any Proposer at any point in the procurement process.
- Executing an Agreement with a Proposer based on the original proposal and/or any other information submitted by the Proposer during the procurement process.
- Rejecting any or all Proposals, waiving irregularities in any Proposals, accepting or rejecting all or any part of any Proposals, waiving any requirement of the RFP, as may be deemed to be in the best interest of the City.
- The City may, but is not bound to, commence negotiations with a selected Proposer.
- Discontinuing its negotiations after commencing negotiations with a selected Proposer, if progress is unsatisfactory in the sole judgment of the City and commencing discussions with another qualified Proposer.

- City reserves the right to audio and video record all live meetings, including conference and interviews, with potential and actual Proposers and staff during all phases of this RFP process. Except for open public meetings, all recordings shall be deemed confidential until after the award of the contract by the Jackson City Council.

7.2. Proposer's Responsibilities

It is the responsibility of each PROPOSER to:

- Examine this RFP, including all appendices and attachments thoroughly.
- Become familiar with local conditions that may affect cost, permitting, progress, performance, or services described in this RFP, including inspection of the City's terrain and streets.
- Consider all federal, state and local laws, statutes, ordinances, regulations and other applicable laws that may affect costs, permitting, progress, performance, or services.
- Clarify with the City any conflicts, errors, or discrepancies in this RFP in accordance with the deadlines specified herein.
- Agree not to collaborate or discuss with other Proposers the content of the service fees proposed.
- Prior to submitting a response, each Proposer will, at his/her own expense, make or obtain any additional examinations, investigations, and studies; and obtain any additional information and data that may affect costs, permitting, progress, performance or furnishing of the project and that Proposer deems necessary to determine its response to RFP.
- Each Proposer shall use mail, fax, email or other delivery mechanism at its own risk, and the City shall not be obligated to accept or respond to any submission that is delayed due to delivery failures.

Consequence of Submission

The submission of a response to this RFP will constitute a binding representation and warranty by the Proposer that the Proposer has investigated all aspects of the RFP and its own proposal; that the Proposer is aware of the applicable facts pertaining to the RFP process, its procedures and requirement; that the Proposer has read and understands the RFP and has complied with every requirement; that without exception the proposal is premised upon performing and furnishing the services and equipment required by this RFP and the attached Agreement and such means, methods, techniques, sequences of procedures as may be indicated in or required by this RFP and the Agreement; and that the RFP is sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the requested services.

The submission of a proposal shall not be deemed an agreement between the Proposer and the City. The proposal is a contractual offer by the Proposer to provide equipment in accordance with the proposal. Specifically, the following provisions apply:

- The City shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.
- Acceptance of a proposal by the City obligates the Proposer to enter into any Agreement with the City at its sole discretion.
- The Agreement shall not be binding or valid against the City unless and until it is executed by the City and the selected Proposer, and the Proposer's insurance, and/or other surety guarantee have been accepted by the City.

The Proposals received shall become the exclusive property of the City. Once the Agreement award is recommended to the Jackson City Council, all Proposals submitted in response to this RFP shall become a matter of public record and shall be regarded as public records.

7.3. Cost of Submitting Proposals

The cost of investigations, preparing, and submitting a proposal is the sole responsibility of the Proposer and shall not be chargeable in any manner to the City. The City will not reimburse any Proposer for any costs associated with the preparation and submission of a proposal, including but not limited to, expenses incurred in making an oral presentation, participating in an interview, or negotiating an Agreement with the City.

7.4. Tax Exemption

The City of Jackson is exempt from payment of all Federal, State, and local taxes in connection with this Project. Said taxes shall not be included in the proposal or proposal prices. The City will provide necessary tax exemption certificates. This provision does not relieve the Consultant from the responsibility to pay all applicable taxes for goods, services, and labor acquired in the performance of this Project.

8. Specific Terms

8.1. Length of Agreement

The length of this professional services agreement is two (2) years with two (2) additional one-year options to extend.

8.2. Work Orders

Work will be assigned by city staff through a work order system established at time of project kickoff. Staff will only assign work based on budget, applications received, and in-house capabilities. There is no guarantee of hours assigned each month.

8.3. Indemnity

To the extent permitted by law, the proposer shall protect, defend, indemnify, and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgements, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property or the infringement of any patent, copyright, or trademark, or trade secret arising out of the work performed or goods provided under this Contract, or the Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of the City.

8.4. Sample Professional Services Contract

The attached professional services contract example is base contract language for this RFP. Scope of Services and Cost information will be integrated during negotiations.

APPENDIX A – COST PROPOSAL

Hourly Rate for Consulting: _____

City of Jackson will furnish office space if desired and allow access to printer, copier, envelopes, postage, and other standard office supplies. This is done in effort to control consultants' costs. Consultant should include in hourly rate any travel, mileage, and other expenses. There will be no additional expenses for reimbursement as part of this contract.

The following information is provided as guidance for the time staff currently expends on an item:

Type of Activity	Hours
Certificate of Appropriateness for New Construction or Major Renovation Staff Report	1.5-4 Hours
Certificate of Appropriateness for Minor Renovation, Tree, or Fence Staff Report – 1-2 Hours	1-2.5 Hours
Compliance Agreement	.5-1.5 Hours
Design Review Consult	1 Hour
Prepare Meeting Agenda, Minutes, Presentation, and Packet	1 Hour
Attend JHPC Meetings	1 -2 Hours
Pre-Application Consultation Meeting	1 Hour

We estimate staff spends approximately 100-125 hours per year. Some months have more activity than others. This work will be assigned on an as needed basis based on application received.

APPENDIX B – FORMS



GENERAL INFORMATION FORM

(Must be completed and submitted with Proposal)

Name of organization: _____

Telephone Number: _____

Years in Business: _____

Organization is (check one): Corporation Partnership Association Joint Venture
 Sole Proprietorship Public Agency Quasi-Public Agency

Other (Explain):

Organization's Address:

Name, Title and Telephone Number of the Organization's Authorized Representative:

Acknowledgment of received Addenda No(s): _____

The undersigned, being cognizant of the pages, documents, and Exhibits concerned herewith agrees to provide the City of Jackson, with services described in the Request for Proposal.

The Proposer hereby affirms that this Quote is genuine, not a sham or collusive, and is not made in the interest of any person not therein named.

Authorized Signature

Date

Printed Name

CITY OF JACKSON, MISSISSIPPI

**Chokwe A. Lumumba
Mayor**

**EQUAL BUSINESS OPPORTUNITY
(EBO)
PLAN APPLICATION**

Department of Planning and Development
Division of Equal Business Opportunity

200 South President Street
Jackson, Mississippi 39205-0017
(601) 960-1856

CITY OF JACKSON, MISSISSIPPI
EQUAL BUSINESS OPPORTUNITY EXECUTIVE ORDER

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) Executive Order. Failure to comply with the City's executive order 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 Division of Equal Business Opportunity at 960-1856. Copies of the EBO Executive Order, EBO Plan Application, EBO Program, the MBE/FBE Directory and the MBE/FBE Certification Affidavit are available at 200 South President Street, Suite 223, Jackson, Mississippi.



(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 Executive Order, to conduct an investigation to determine the reasons for the underutilization.

GOALS

The goals for participation by MBEs and FBEs are established by the Equal Business Opportunity Executive Order 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	.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) 960-1856.

*Non-white female firms cannot be utilized twice on the EBO plan even though those firms can be certified as either ABE, AABE, HBE, NABE, FBE or both. The firm can only be utilized in one category to fulfill the minority participation goals on the EBO Plan.

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 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

- i. 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:
- ii. 100 percent of the contract amount for MBE or FBE suppliers who manufacture the goods supplied.
- iii. 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.

- iv. 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, the 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 \$3,000,000.00. Even if the prime itself is a MBE, joint venture between prime contractors and MBEs shall be required on all projects exceeding three million dollars (\$3,000,000.00).
- 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
- iii. 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 IV of the City of Jackson's Equal Opportunity Executive Order No. 2015-3, 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. (See *EBO Plan Application*)

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

Company Name: _____

Address:

City: _____ State: _____ ZIP Code: _____

Telephone: _____

E-mail: _____

Bid Name and Number: _____

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 VI of the EBO Executive Order No. 2014-3.

Total Bid Amount: \$ _____

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 "Waiver Statement" should be submitted on company letterhead to the EBO Officer.

*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 FBE, 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.

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 proposals 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.

*If you are unable to locate an MBE/FBE, please contact the Business Development Division at (601) 960-1856.

Minority and Female Business Enterprise Actual Participation for this Bid/Offer/Quote:

(* 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					

REPLACEMENT OF MBE/FBE

If an MBE or FBE is not performing satisfactorily, it is the responsibility of the Prime Contractor to notify the EBO Office immediately both in writing and by phone. All MBE/FBE replacements must be approved by the Equal Business Opportunity Review Committee (EBORC). If these steps are not taken this will result in penalties as outlined in Section XI of the EBO Executive Order No. 2015-3.

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 and abide by all EBO guidelines.

 Authorized Signature and Title

 Date

PRINT "AUTHORIZED" NAME HERE: _____

**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

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 – Sample Professional Services Agreement

SAMPLE PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made by and between the CITY OF JACKSON, MISSISSIPPI (the "City"); and _____ ("Contractor") (collectively, the "Parties"), and is effective as of the __ day of _____.

WITNESSETH:

WHEREAS, The City is in need of professional _____ services and Contractor has expertise and is in the business of providing such Service(s).

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

- 1) SERVICES PROVIDED. In exchange for the Compensation described below, Contractor shall provide certain professional _____ services and tasks (collectively, the "Services"), as assigned from time to time by the City of Jackson's _____. Services will include, but shall not be limited to,

_____.
- 2) COMPENSATION. For the Services rendered under this Agreement, Contractor shall be entitled to compensation by the City at a rate of _____.
- 3) EXPENSES. Contractor shall not be entitled to reimbursement of any additional expenses incurred on behalf of the City in connection with provision of the Services, provided that such expenses required to be included in cost proposal.
- 4) INVOICING. Contractor shall cause an invoice to be delivered to the City, in a form deemed acceptable and sufficient by the City. Payment for the Services rendered under this Agreement will be due forty-five (45) days from date of invoice.
- 5) TERM.
 - a. The term of this Agreement (the "Term") will begin on the effective date, as first written above, and will remain in full force and effect for a period of two years, subject to earlier termination as provided for below.
 - b. The term of this Agreement may be extended by mutual written agreement of the Parties for two (2) additional one (1) year terms.
- 6) TERMINATION.
 - a. By Either Party. Either party shall have the right to immediately terminate this agreement, without penalty or prejudice to any other rights and remedies it may have, if:
 - i. the other party fails to perform any material provision of this Agreement and the failure is not corrected within thirty (30) days after the other party gives the defaulting party written notice of the breach;
 - ii. the other party becomes insolvent, is unable to pay its debts as they mature or is the subject of a petition in bankruptcy, whether voluntary or involuntary, or of any other proceeding under bankruptcy, insolvency or similar laws; or makes an assignment for the benefit of creditors; or is named in, or its property is subject to a suit for appointment of a receiver; or is dissolved or liquidated; or
 - iii. the other party suspends, discontinues or materially alters its business operations.

- b. Termination for Convenience. Either Party may terminate this contract at any time with or without cause by giving the other Party sixty (60) days written notice of termination.
 - c. Mutual Agreement to Terminate. This Agreement may be terminated at any time, including during the Initial Term, without penalties or prejudice, by mutual agreement of both parties in writing.
 - d. Upon expiration or termination of the Agreement, the terms of this Agreement shall survive and will apply with respect to any dispute that may exist between the parties.
- 7) REMEDIES UPON DEFAULT. Termination by either party of this Agreement shall not limit or otherwise effect the remedies of the non-defaulting or non-breaching party against the defaulting or breaching party. In the event that either party is in material default under any of the terms or conditions of this Agreement or has materially breached any of its representations or warranties in this Agreement, the non-defaulting or non-breaching party shall be entitled to pursue, in addition to any remedies specifically provided herein, all further remedies then available at law or in equity.
- 8) PERFORMANCE. Contractor agrees to provide the Services in a competent and professional manner and as otherwise reasonably requested by the City from time to time. Contractor shall perform its obligations hereunder with all due diligence and without delay; provided, however, that neither Party shall be liable for delays or non-performance caused by circumstances beyond its reasonable control, including labor disputes, fire, hurricanes, tornadoes, civil disturbances, or acts of God.
- 9) INDEMNITY To the extent permitted by law, the proposer shall protect, defend, indemnify, and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgements, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property or the infringement of any patent, copyright, or trademark, or trade secret arising out of the work performed or goods provided under this Contract, or the Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of the City.
- 10) SUCCESSORS AND ASSIGNS. The City and Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns, or such party, in respect to all covenants of this Agreement. Nothing expressed or referred to in this Agreement shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any rights, legal or equitable, benefits, remedies, or claims under or with respect to this Agreement or any provision of this Agreement, to anyone other than the City and Contractor.
- 11) RELATIONSHIP OF THE PARTIES. Contractor's relationship with the City is that of an independent contractor, and nothing in this Agreement is intended to, or shall be construed as creating a partnership, agency, joint venture, employment or similar relationship.
 - a. Contractor acknowledges that it is not an employee or agent of the City for any purpose whatsoever. Contractor shall be responsible for all applicable I-9 and work eligibility verification, earnings reports and tax payments to government agencies, such as the U.S. Internal Revenue Service and the Social Security Administration including payment of all obligations and/or expenses of Contractor relative to its performance of the duties under this Agreement.

- b. Contractor acknowledges that it is not entitled to receive any of the fringe benefits received by the City's employees, including but not limited to, Workers' Compensation Insurance.
- c. Contractor shall not have the authority to enter into any contract on the City's behalf, or to otherwise bind the City to any agreement, unless expressly authorized to do so in writing.

12) NOTICES. All notices, consents, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); or (b) received or rejected by the addressee, if sent by certified mail, return receipt requested, addressed and marked to the attention of the person (by name or title) designated below (or to such other address or person as a party may designate by notice to the other parties)

City:

The City of JACKSON, Mississippi:

Attention: _____

With mandatory copies to:

City of JACKSON, Mississippi

City Attorney / Contract Manager

Contractor:

13) GOVERNING LAW AND JURISDICTION.

- a. Governing Law. The laws of the state of Mississippi shall govern the application and interpretation of this Agreement.
- b. Jurisdiction. The courts located in Hinds County, Mississippi (Second Judicial District) shall have exclusive jurisdiction of any dispute between the parties. If one party initiates an action against the other or should a party seek any form of relief against the other, then said action shall be filed in Hinds County, Mississippi. Any business or person doing

business with the City submits to the personal jurisdiction of the courts in Hinds County, Mississippi.

- 14) AMENDMENTS. This Agreement may not be altered or amended, nor may rights hereunder be waived, except by writing executed by both parties.
- 15) ASSIGN ABILITY. Contractor may not assign any of its rights or delegate any of its obligations under this Agreement without the prior express written consent of the City. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the Contractor.
- 16) NO WAIVER OF WARRANTIES. Notwithstanding any provisions to the contrary that may be found in this Agreement or any other supplemental terms that may be referenced therein, any provision that seeks to limit the City's recovery resulting from a breach of express or implied warranties shall be of no force or effect.
- 17) NO WAIVER OF DAMAGES. Notwithstanding any provisions to the contrary that may be found in the Agreement, or any other supplemental terms that may be referenced therein, any provision that seeks to limit the City's recovery in any manner shall be of no force or effect.
- 18) WAIVER OF JURY TRIAL. The City shall not be subject to the terms of any provision or any supplemental terms that may seek to waive its right to a jury trial; and any such term(s) requiring same, shall be deemed to be of no force or effect as against the City.
- 19) FORCE MAJEURE. Neither party shall be liable for failure to perform or delay in performing any obligation under the Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including, but not limited to, acts of God, war, civil commotion or industrial dispute ("Force Majeure"). If such delay or failure continues for at least sixty (60) days, then either party may provide written notice to terminate the Agreement; and, upon such termination, the parties will owe no further obligations to the other except with respect to any rights or obligations that may have accrued prior to termination.
- 20) SEVERABILITY. In the event any provision of this Agreement shall be held invalid or unenforceable for any reason, that provision shall be ineffective to the extent of such invalidity or unenforceability, and such invalidity or unenforceability shall not affect any other provision of this Agreement. If necessary, the parties shall negotiate in good faith to modify the Agreement to preserve (to the extent possible) their original intent.
- 21) AUTHORITY. The parties represent that they have full power and authority to enter into and perform this Agreement and the parties know of no contract, agreement, promise or undertaking which would prevent the full corporate execution and performance of this Agreement, and the persons executing this Agreement on behalf of the parties are duly authorized to do so and have the authority to bind such parties.
- 22) ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the Parties and supersedes all prior agreements, whether written or oral, between the Parties with respect to its subject matter (including any letter of intent, memorandum of understanding or other such non-binding document).
- 23) ARBITRATION. The City shall not be subject to the terms of any provision any supplemental terms that may seek to require the City to submit a dispute to arbitration; and, any such term(s) requiring same, shall be deemed to be of no force or effect as against the City.
- 24) COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and

of signature pages by facsimile or email transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY:

CONTRACTOR:

CITY OF JACKSON, MISSISSIPPI

By: _____

By: _____

Chokwe Antar Lumumba

Title: Mayor

Title: _____

Date:

Date: _____

ATTESTED TO BY:

Municipal Clerk