



October 22, 2020

NOTICE TO DEALERS IN TOWER MAINTENANC & REPAIRS:

Sealed, signed RFP's are invited and will be received by the City of Jackson, Mississippi, until 3:30 P.M. in the City Clerk's Office of Jackson, the RFP must be stamped in by **3:30 P.M. Tuesday, November 10, 2020** at which time said RFP will be publicly opened at the City Hall located at 219 South President Street, Jackson MS in City Hall for the following:

Maintenance & Repair of City Towers—36-Month W/Options two, one
(1) year extensions, pending on the quality of services/work being done.

See attached Specifications/Descriptions

For additional information regarding attached specifications, contact: AKeith Harris, Franchise Administrator, Telecommunications Division, Department of Administration, (601) 960-1695 or 601-502-4691.

The City of Jackson is committed to the principle of non-discrimination in Public Purchasing. It is the policy of the City of Jackson to promote full and equal business opportunities for all persons doing business with the City. As a pre-condition to selection, each contractor, RFP or offer shall submit a completed and signed Equal Business Opportunity (EBO) Plan Application, with each RFP submission, in accordance with the provisions set forth by authority of the City of Jackson's EBO Ordinance. Failure to comply with the City's EBO Ordinance shall disqualify a contractor, RFP or offer, from being awarded an eligible contract. For more information on the City EBO Program, please contact the Office of Economic Development at 960-1638. Copies of the EBO Ordinance, EBO Plan Application and a copy of the EBO Program are available with the Office of Economic Development at 200 South President Street, Second Floor, and Jackson, Mississippi.

Proposals with specifications may be secured from The Purchasing Division; Warren Hood Building, 200 S. President St., Room 604, Jackson, MS 39201, (601) 960-1025.

GENERAL PROPOSALS CONDITIONS:

**ALL VENDORS ARE URGED TO READ AND UNDERSTAND
THESE CONDITIONS PRIOR TO SUBMITTING A PROPOSAL.**

1. **Three (3) copies are required** of your proposal form and any information you submit with your proposal (research data sheets, booklets, pamphlets, etc.) **One (1) original and two (2) copies are required of all information being submitted or your proposal will be considered non-responsive. Your bottom line proposal price must be submitted on the form provided by the City when noted.**
2. The instruction and specification sections, should not be returned, with your Proposal Forms unless, there is information to be filled in regarding the warrantee or a detail check off list regarding equipment.

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2. **The instruction and specification sections, should not be returned, with your Proposal Forms unless, there is information to be filled in regarding the warrantee or a detail check off list regarding equipment.**

3. **Proposal Forms must be legibly handwritten or typed, if not, they will be considered non-responsive. Errors or corrections must be crossed out and changes must be printed in ink or typewritten. All changes must be initialed in ink by the representative submitting the proposal.**
4. In case of error in the extension of prices in the proposal, the unit price will govern. No proposal shall be altered or amended after the specified time for proposal opening.
5. Do not submit prices for more than one product, or the same product per item. Alternate proposals not acceptable; unless submitted in a separate sealed envelope. Alternate proposals may be submitted but not necessarily acceptable by the City. The City reserves the right to determine whether an alternative being offered is equivalent to and meets the standard or the specifications. All proposals submitted must be on the RFP proposal forms furnished by the City or copies thereof otherwise it will not be considered.
6. **Any proposals received with limiting or conditional requirements will automatically be deemed non-responsive.**
Examples:
 1. All or none
 2. All items must be ordered at the same time.
 3. Specified amount to be ordered.
7. **Manufacturer name and model must be stated for each item. Any item without this information will not be considered.**
8. **The entire pricing section and any required documents, must be returned even if you are responding to only one section. (Example: Proposal having more than one RFP pricing section(s) or page(s). Sections 1, 2, and 3 RFP on Section 1 and return all sections.**
9. Facsimile transmissions will not be permitted.
10. Proposals opening will be conducted and open to the public. However, they will serve only for the opening and reading of the proposal price
11. All one-time proposal awards must be valid for a minimum of 60 days from proposal opening date. All term proposals must be valid for the duration of the terms defined in the proposal for each particular proposal. Vendors may not withdraw a proposal prior to the end of 60 days, or the stated terms of said proposal. Vendors who do not comply with this requirement shall be considered non-responsive.
12. **SALES TAX AND FEDERAL EXCISE TAX AREA NOT TO BE INCLUDED IN ANY RFP PRICE. THE CITY OF JACKSON ASSUMES NO TAX LIABILITY.**

13. **Delivery is to be F.O.B., prepaid and allowed, Jackson, Mississippi, within the number of days stated after receipt of our purchase order, all cost must be included in the RFP cost.**
14. **RFP's submitted by City of Jackson employees is prohibited. It is hereby declared unlawful for any city official to proposal on, or sell, or offer for sale, any merchandise services, equipment or material, or similar commodity to the City of Jackson during the tenure of his or her employment, or for the period prescribed by law thereafter, or to have any interest in the selling of the same to the City of Jackson.**
15. **The City of Jackson reserves the right to waive any general condition, special conditions or minor specification deviation when considered to be in the best interest of the City of Jackson, so long as such waiver is not given so as to deliberately favor any single vendor and would have the same effect on all vendors.**

The City reserves the right to reject any and all proposals. The City also reserves the right to waive any and all informalities in respect to any proposal submitted. Proposal awards will be made to the lowest and best RFP in accordance with specifications. The award could be according to lowest cost per item; or to the lowest total cost for all items; or to accept all or part of any proposal. **Delivery time may be considered when evaluating the proposal.** In those cases where it is known prior to advertising that the City's intention is to award according to the lowest and best proposal, or in some variation thereof, statements to this affect will be included on the proposal form. Absence of such statements means the City will make that determination during the proposal tabulation.

CITY OF JACKSON, MISSISSIPPI

Destiney Williams; Purchasing Manager
Purchasing Division

DW/mo.
93684

CITY OF JACKSON, MISSISSIPPI
PROPOSAL FORM

PLEASE RETURN THIS SECTION IN ITS ENTIRETY

NOTICE TO VENDOR:

FOR DELIVERY OR MAILING INSTRUCTIONS:

1. Submit one (1) original and two (2) copies of your Proposal Package.
2. MAILING ADDRESS:

City of Jackson
Office of the City Clerk
Post Office Box 17,
Jackson, MS 39205
3. DELIVERY ADDRESS:

Office of the City Clerk
219 South President Street 1st Floor
City Hall
Jackson, MS 39201
4. Central Bidding

www.centralbidding.com
5. Note the following on the outside of your envelope:
"RFP No. 93684-111020 to be opened, November 10, 2020"

In accordance with your Notice of October 22, & October 29, 2020, an RFP as follows:
Request for Proposals – For Maintenance & Repair of City Towers, 36—Month Agreement W/Option of two, one
(1) year extensions, pending on the quality of services/work being done.

Company Name _____

	Description	Total Price Per year	Total Price for 2 years
1.	Inspection of 30 City Tower, attached diagrams and instructions		
2.	Pre-Event-Safety Lighting Repair, Mark Up. Per requirement & Bulb to be used		
3.	Pre-Event Fence Repair		
4.	Corrosion Control Inspection & corrected at least 1 week after notified or observed		
5.	Any other required work so noted		

6. Total, you may submit a separate breakdown sheet from this proposal, but insert total dollar amount here.	\$	\$
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The above will comply with the specifications included in the Notice to Dealers, with any and all exceptions noted in a separate document.

Do not submit more than one proposal per package. Alternate proposals are not acceptable; unless submitted in a separate sealed envelope.

This proposal must be valid for 60 days after proposal opening. If this proposal is good for longer than 60 days, then state how long this proposal is good for _____.

Please submit in the following order

1. Your proposal site inspection/improvement
2. Your propose treatment of weeds around the site
3. Detail Pricing sheet
4. EBO Package completed

**SALES TAX AND FEDERAL EXCISE TAX ARE NOT TO BE INCLUDED IN ABOVE PRICE.
THE CITY OF JACKSON ASSUMES NO TAX LIABILITY**

**PROPOSAL SUBMITTED BY:
PLEASE TYPE OR PRINT:**

Company Legal Name: _____

**Mailing
Address** _____

City _____ **State** _____ **Zip Code** _____

Physical Address, Principal Place of Business _____

City _____ **State** _____ **Zip Code** _____

Name of Person Submitting Proposal: _____

***Signature of Person Submitting Proposal** _____

***(Required)**

Date _____, 2020 **E-Mail Address:** _____

Telephone No.: _____ / _____ **Fax No.:** _____ / _____

****The (EBO) Application form must be completed by all vendors and returned with ALL proposals. The EBO staff, is available at, (601) 960-1856 to assist you with any questions you may have in preparing the EBO Application.**

[illegible]

CELLULAR TOWER SITE MAINTENANCE AGREEMENT

Exhibit B

Scope of Services

1. Annual

1.1 The City of Jackson owns thirty (30) tower structures. There are sixteen (16) Self Support towers, eleven (11) Mono Pole towers and one (1) Guyed tower. Of the thirty (30) tower structures, thirteen (13) are lighted towers referenced under a column titled "LIGHTED" within the City's tower structure document "Exhibit A".

1.2 Two (2) City of Jackson Water Tanks also are utilized as a "Tower Structure." These structures are noted as Water Tanks (WT) documented in "Exhibit A".

1.3 The City may, at its sole discretion, acquire additional towers similar to the types referenced above. These additional structures should be included in this contract with the same quoted pricing and the City of Jackson will adjust payments to cover inclusion of the additional Tower Structures or Water Tanks.

1.4 The Contractor shall understand that pre-existing maintenance needs, incomplete or unresolved issues, oversights, pending, outdated or necessities not specifically listed in this document are considered inclusive under this scope of services and must be accepted as part of the work required.

1.5 City of Jackson Water Tanks may have Cellular Equipment mounted during the contractual period and such structures shall be included in the inventory as the structures come on line.

1.6 The Contractor shall complete one (1) inspection of all structures within a two (2) year period. Specifically, each year the Contractor should conduct inspections on half of the total number of City of Jackson Mississippi's operational tower systems, including any water tanks with cellular equipment installed.

1.7 The City of Jackson conforms to the EIA-TIA-222G code for all tower sites with the exception of Site 1 Lynch Street where the EIA-TIA-222F code is utilized. Contractor may be required to adhere to new codes should revisions be enacted or otherwise changed.

1.8 With respect to the Water Tanks, in the absence of any relevant government standards, applicable BOCA and NEC Codes as well as, EIA, TIA and AWWA, standards will apply.

2. Inspections of Water Tanks, Self Support Towers and Mono Pole Towers

CELLULAR TOWER SITE MAINTENANCE AGREEMENT

2.1 There are different inspection requirements for each group of City owned towers. The contractor shall be familiar with the various types of tower inspection requirements and shall inspect each tower according to the specific inspection requirements. All inspections shall include, but are not limited to, inspection of the following:

- 2.1.1 Mast integrity;
- 2.1.2 Correct bolt torque;
- 2.1.3 Joints;
- 2.1.4 Shafts;
- 2.1.5 Cross members;
- 2.1.6 Diagonals;
- 2.1.7 Star mounts;
- 2.1.8 Lightning rods;
- 2.1.9 Ice bridges;
- 2.1.10 Cable ladders;

2.1.11 Flexible Fall Protection Cable Safety System;
2.1.12 Any other component not specifically listed but directly pertaining to a water tank, self-support or mono pole towers structural integrity.

2.3 The contractor shall ensure that a ratio of thirty (30) percent of components attached by nut, bolt, lock washer and flat washer in any combination shall be checked for correct tension. Should any noticeable fault, flaw, defect or deficiency be found the problem should be corrected immediately and noted in the inspection report, unless it is equipment belonging to a tenant.

2.4 The contractor shall ensure that all systems and/or devices manufactured to support coax, power cable, hybrid cable, fiber optic cable or any other such cabling method designed to attach to a tower of all types, or water tank and foundations, shall be inspected in its entirety for each tenant.

2.5 The contractor shall ensure that the inclusive grounding infrastructure is tested by measuring grounding integrity and resistance (Meggar/Meg Tests), and report all resistance levels up to and above five (5) ohms.

2.6 The contractor shall ensure that Meggar Test results are accompanied by photographic proof of placement of ground probes radiating from the tower structure tested to insure correct procedures are employed.

2.7 The contractor shall ensure that every inspection includes all safety equipment, such as climbing ladders or climbing pegs, fall protection cable, climbing break (shuttle), etc.

2.8 The contractor shall ensure that all devices designed to prevent unauthorized access (climbing) of any tank or towers are inspected for correct installation, and proper function.

CELLULAR TOWER SITE MAINTENANCE AGREEMENT

2.9 The contractor shall ensure that corrosion, rust, chipping, scrapes or any compromise of the protective galvanization or painted coating in any form associated with any component of a tower or water tank structures parts or pieces is to be cleaned and, or preserved such as to restore the original protective surface treatment to maintain its weather tight integrity.

2.10 The contractor shall ensure that all Water Tank protective coating failures which cause structure components to be exposed to the elements shall be brought to the attention of the Telecommunications Manager prior to making any repairs. This is done to make sure the Water Department has the opportunity to inspect the damage and suggest corrections. Current paint color is TNEMAC White.

3. Guy Towers

3.1 Inspection of Guy Towers shall include full inspection of all guy wires. Particular attention should be given to proper cable tension and plumb for correct alignment of the tower shaft (sections).

3.2 The contractor shall ensure that all Guy Tower inspections include, but are not limited to, general condition of all bushings, couplings, safety equipment, and any other component not specifically listed but directly pertaining to the Guy Towers' structural integrity. Particular attention should be paid to potential corrosion of the anchor shaft attachment points below grade, measuring grounding integrity and resistance (Meggar/Meg Tests), etc.

3.3 The contractor shall ensure that the inspection report includes all resistance levels up to and above five (5) ohms.

3.4 The contractor shall ensure that the Meggar Tests have accompanying photographic proof of placement of ground probes radiating from the tower structure tested to insure correct procedures are employed.

4. Inspection Standards

4.1 The contractor shall ensure that the inspection of each tower type and water tank includes all antennas, lines (coax, power cable, hybrid cable and fiber optic cable), boom mounts, dishes, grids, ice bridges, cable supports (appurtenances) and any other component not specifically listed but directly pertaining to the structural integrity of the entire structure.

4.2 The contractor shall ensure that the inspection of each tower type and water tank includes the inspection of all lighting systems, day white, night red and or combination systems containing both colors including, incandescent beacons, strobe fixtures and strobe tubes sidelights, lighting fixtures, LED top lights and side markers, control cables,

CELLULAR TOWER SITE MAINTENANCE AGREEMENT

junction boxes, power supplies and control boxes and any other component not specifically listed but directly pertaining to the tower light marking system.

4.3 The contractor shall ensure each inspection includes a "Tape Drop" measurement of all appurtenances, including, but not limited to lightning rods, lighting fixtures, antennae. The contractor also will ensure that the provided measurements list all top, mid and low points of each appurtenance. Electronic laser or range finder devices are acceptable with certifiable tolerances of less than 1(one) foot in 300 (three hundred) feet.

4.4 The contractor shall provide verifiable proof in writing of electronic laser or range finder devices certifiable tolerances with each report.

4.5 The contractor shall ensure that inspections of any and all other items which insure compliance with federal regulatory standards relating to tower maintenance, safety and operation, are completed.

4.6 The contractor shall provide an individual report of the annual inspection for each structure within thirty (30) days of inspection completion.

4.7 The contractor shall include color photographic proof of work done with specific attention to any issue, discoveries, findings, damage or concerns utilizing this method of documentation.

4.8 The contractor shall ensure that reports are published for each site inspected. All reports must have the contract requirements in writing.

4.9 The contractor shall ensure that photographs are included as supporting documentation with the inspection reports. It should be noted that photographs are not a substitute for a comprehensive written report.

4.10 The contractor shall provide compliance certification for itself and each subcontractors, if utilized, working in, on, or around towers, as required by federal regulatory standards.

4.11 Each provision in this segment shall be addressed and complied with at all times during the life of this agreement. Corrective measures shall not be based on an arbitrary decision, judgment, and conclusion or choosing of the contractor.

5. Safety Lighting

5.1 The contractor shall provide inspection and repair or replacement of all AM (day) or PM (night) White and AM (day) or PM (night) Red, or AM (day) and PM (night) combined Lighting Systems failures. Specifically, this list includes but is not limited to the following:

5.1.1 Beacons;

5.1.2 Strobes, Strobe Tubes;

CELLULAR TOWER SITE MAINTENANCE AGREEMENT

- 5.1.3 Sidelights;
- 5.1.4 Lighting fixtures and internal components;
- 5.1.5 LED top beacon or side markers, and internal components;
- 5.1.6 Control cables;
- 5.1.7 Electrical junction boxes;
- 5.1.8 Power supplies and control boxes;
- 5.1.9 Other part or piece not named herein but pertaining to the functionality of an Obstruction Lighting Equipment system.

6. Fencing

- 6.1 The contractor shall inspect and repair all fencing, including but not limited to, the following:
 - 6.1.1 Chain Link (fabric);
 - 6.1.2 Wood;
 - 6.1.3 Concrete;
 - 6.1.4 Barbwire;
 - 6.1.5 Any preexisting method for boundary protection, sub fence (fence inside a fence) structure or cross fencing of property for a tower compound or water tank enclosure and anchor yard fence enclosures specific to guy tower as required shall be the responsibility of the contractor.
- 6.2 The contractor shall make all fence repairs, including but not limited to:
 - 6.2.1 Post;
 - 6.2.2 Top rails;
 - 6.2.3 Chain Link fence fabric;
 - 6.2.4 Aluminum wire fabric ties;
 - 6.2.5 Chain link fabric;
 - 6.2.6 Attaching ties;
 - 6.2.7 Barbed wire;
 - 6.2.8 All construction and supporting fixtures for gates, gate fork latch grounding, chains and locks, brace rail pipe, truss rods and truss rod adjuster, bottom tension wire and clips, fabric ties, loop caps, top rails, line post, end post, terminal post caps, terminal post, line post and cap, male post hinge, female gate hinge, brace band, rail end, 3 strand barb wire top and barb wire arms and corner barb arms, wooden post, wooden rails, wooden pickets, nails, screws, brackets, kick boards, clap boards, trim boards, steel gates (open faced, screened or covered in steel sheet), privacy screens, privacy screen plastic inserts/slats, steel post, steel corner post and any other component not specifically listed but directly pertaining to a fence system and the structural integrity.
- 6.3 The contractor shall ensure that all galvanized parts and hardware including bottom tension wire clips are used when repairing chain link fencing.

CELLULAR TOWER SITE MAINTENANCE AGREEMENT

6.4 The contractor shall ensure that all fencing is inspected and tightened as needed.

6.5 The contractor shall ensure that all inspections and repairs to gates include inspections of the hinges, hinge attachment hardware and security hardware on single or double swing gates for locking.

6.6 The contractor shall square all gates to mounting post to insure minimum gaps between each part of the system, easy operation to include no drag at hinge, mid-point or outer ends on double swing gates and opposing hinge side on single gates or any other applicable situation.

6.7 The contractor shall ensure that all gates are grounded with flexible copper wire are inspected, repaired and replaced as needed.

6.8 The contractor shall ensure that all wooden and concrete fence repairs shall encompass all related component material and attachment hardware, including paint or preservatives, to match existing protective coating systems or texture and color.

7. Automated Gate

7.1 An automated gate system is installed at the 2320 Riverside Drive, Site 2 tower location.

7.2 This system includes multiple remote key pads and operational switches located throughout the facility.

7.3 The system is equipped with dual AC (alternating current) electronic controlled motors with associated components, and two (2) chain driven track mounted gates.

7.4 The system also utilizes an RF (radio frequency) controlled system for operation of this gate.

7.5 Individually issued RF Remotes repair or replacements are included in the scope of maintenance for the automated gate system and the contractor shall ensure that they are in proper working conditions at all times.

7.6 Contractor also shall be responsible for custom grounding protection, maintaining an infrastructure and preventative lightning detection system, monitoring electrical cabling and associated conduits supplying voltage to the system, monitoring and repairing AC breakers, steel pipe, chain link fabric, barb wire, track rollers, chains, gears, sprockets, and any other component not specifically named that directly or indirectly affects the systems operational ability.

7.7 JAMES W. TURNER & CO., INC. D/B/A GATEKEEPERS, INC. shall be used for all servicing, maintenance and financial responsibilities of the turnkey system.

CELLULAR TOWER SITE MAINTENANCE AGREEMENT

7.8 Contractor shall be responsible for insuring 24/7/365 operational effectiveness of this entry system as the City is obligated by contract to insure ingress and egress and protection of this facility by its lessee to be able to maintain their respective services within the compound.

7.9 Response time to diagnose a reported malfunction due to vandalism, accidents, acts of God or any situation rendering the system inoperable shall be Twenty Four (24) hours from the time a failure is reported.

7.10 Contractor shall have Seventy Two (72) hours to complete repairs to the Turnkey system unless GATEKEEPERS reports a delay in parts acquisition.

7.11 Any delay outside stated response times shall be reported to the Telecommunications Manager immediately upon discovery. The response shall consist of a written explanation for the delay.

7.12 The contractor shall be financially responsible for all payments related to the repairs.

7A. Conventional Gate Security

7A.1 The contractor shall purchase, install, maintain and repair sharelox, multiple padlock access solution security system when so ordered by Telecommunications.

7A.2 The contractor shall be responsible for insuring 24/7/365 operational effectiveness of this entry system as the City is obligated by contract to insure ingress and egress and protection of all tower facilities by its lessee to be able to maintain their respective services within the individual compounds.

7A.3 The contractor shall install each Sharelox Multiple Padlock Access Solution security system in accordance with manufacturers suggest practices.

8. Erosion control

8.1 The contractor shall provide erosion control, which includes but is not limited to the following:

8.1.1 Hill sides;

8.1.2 Ditches;

8.1.3 Rocked compounds or any land feature deemed by Telecommunications as part of a tower site.

8.2 The City of Jackson Telecommunications Division shall inform the contractor of items or areas "in need of repair." It is the responsibility of the contractor to correct those items and areas as directed.

CELLULAR TOWER SITE MAINTENANCE AGREEMENT

9. Road Work

9.1 The contractor shall be responsible for ensuring that all roadways, or any other surface installed, that lead to any tower or water tank site is in good working order. This work shall include grading, elevating road surface if needed, drainage culvert installation or repair of said roadways and surfaces. The types of roadway and/or surfaces include the following:

- 9.1.1 Limestone
- 9.1.2 Gravel
- 9.1.3 Asphalt
- 9.1.4 Concrete

9.2 The contractor shall be responsible for filling potholes or washouts, adding new limestone, gravel, asphalt, concrete or any other surface if deemed necessary by the Telecommunication Division.

9.3 The contractor shall be responsible for erecting end walls to establish and or anchor a drainage culvert and or to prevent a blow out of a culvert or as required to secure a culvert and or prevent erosion anywhere along a road surface as well as at either end of a culvert as needed or deemed necessary by Telecommunications.

9.4 The contractor shall be responsible for maintaining culverts as required. Per the City of Jackson's ordinances these culverts must be made of round corrugated steel, plastic or concrete oval diameter designs. All restrictions at either end of a culvert shall be cleared to insure free flow of water at all times.

9.5 Per the City of Jackson's ordinances all culverts installed by the contractor shall be a minimum of eighteen (18) inches or larger as required.

9.6 Maintenance of ditches associated with any portion of a tower compound shall be the responsibility of the contractor.

9.7 Wash out, silting, or any resultant compromise of the original ditch design shall be corrected to the original flow specifications.

10. Vegetation

10.1 The contractor shall maintain all established ornamental vegetation that is currently surrounding City of Jackson towers and water tower as identified in Exhibit C. Said vegetation shall be considered a part of the "Tower Compound" and can include but is not limited to a visual screening, boundary marking, vehicle obstructing, beautification or any other usage prescribed by the Telecommunications Division.

CELLULAR TOWER SITE MAINTENANCE AGREEMENT

10.2 The contractor shall be responsible for pruning and replacing dead, missing, underdeveloped or stolen shrubbery, hedges, bushes or any other type of established ornamental vegetation.

10.3 The contractor shall be responsible for the removal of unwanted weeds or wild vegetation that has begun to grow into and around established vegetation boundaries. The unwanted weeds or wild vegetation shall be removed by extraction, including the root system of the offending vegetation without harming established ornamental vegetation.

10.4 Situations where it is determined that new or additional approved vegetation is required shall be deemed as part of this contract. A list of approved vegetation is provided below. This is not an exhaustive list.

- 10.4.1 Elaeagnus
- 10.4.2 Nellie R. Stevens' Holly;
- 10.4.3 Photinia. This species is the preferred plant approved by the Telecommunications Division.

10.5 The contractor shall ensure that the nursery selected to provide vegetation warranties the vegetation at no additional cost to the City of Jackson.

10.6 In cases where another species has been planted, contractor shall match with new plantings of established vegetation.

10.7 Protocol for the planting of new vegetation shall include a minimum of sixty (60) day after care to insure vibrant establishment and permanent health of individual plants.

10.8 The planting of each ornamental plant shall be in accordance with the instructions provided by the nursery (supplier).

10.9 It is the responsibility of the contractor to insure that should a plant fail to live during the sixty (60) after care period, it shall be replaced.

10.10 Some situations may become evident where vegetation used as a barrier to stop vehicular traffic no longer works. The Contractor shall be responsible to install bollards to prevent this type of intrusion/trespassing.

11. Trees, Vines or Nuisance Vegetation

11.1 All trees immediately adjacent to or within a ninety (90) foot radius of any portion of a tower sites furthest edge (five (5) feet beyond the fence) shall be deemed as part of the tower compound as reflected in "Exhibit C". This includes, but is not limited to, the following items:

- 11.1.1 Rotten limbs
- 11.1.2 Dying or dead trees

CELLULAR TOWER SITE MAINTENANCE AGREEMENT

11.1.3 Leaves or any part of a tree or vines and any other vegetation (weeds) deemed by the Telecommunications Division threatening to, or subject to, create potential damage to any portion of a tower site are the responsibility of the contractor to remove, trim or otherwise correct such that any danger, hazard or risk of damage to a tower site is negated and/or removed and be completed to the satisfaction of Telecommunications.

11.2 The contractor shall immediately report to the City of Jackson's Telecommunications Division, any tree that is threatening the tower site.

12. Vandalism

12.1 The contractor is responsible for repair of all tower site damage due to theft and destruction. This shall include but is not limited to, grounding wire, security gates and associated parts of fences and all related parts damaged and all other destruction as related to the infrastructure under ownership and management by the City of Jackson.

12.2 The contractor shall not be responsible for individual tenant's equipment, grounding, conduit or other property owned by Lessee unless specified by Telecommunications as necessary to be repaired. This determination to repair certain Lessee equipment shall be made by Telecommunications on site at the time repairs are made.

12.3 The contractor shall diagnose a reported site breach where fence, gate, and lock damage has occurred. This shall include system grounding and copper thefts and all associated parts damaged and other destruction as related to the infrastructure under ownership and management by the City of Jackson.

12.4 The contractor shall complete repairs within seventy-two (72) hours of discovery.

13. Commercial Power

13.1 Should Commercial Power be interrupted due to theft as described in "Section 12 Vandalism", the contractor shall be responsible for immediate repairs to City of Jackson property only. The extent of responsibility is understood to include all infrastructures from the commercial power provider demarcation point to the multi-meter base for each tower. Under normal circumstances this is indicated by the edge of Right of Way or where the final transformer is mounted on a utility pole line. It shall be noted that some tower sites are constructed such that this may differ. Telecommunications will assist the contractor to identify these unique situations.

13.2 Please note that Multi-Meter base units and certain H-frames are considered property of the City of Jackson. Telecommunications will assist the contractor to identify these unique situations.

CELLULAR TOWER SITE MAINTENANCE AGREEMENT

13.3 Please note that the City of Jackson is not an end user of all or some of this commercial power at most sites. Accordingly, the individual tenant(s) will be responsible for restoration of their damaged or stolen infrastructure. Generally, but not in all cases, single meter bases will be the responsibility of the end user and not the City of Jackson. Telecommunications will assist the contractor to identify these unique situations.

14. Area Lighting

14.1 This subsystem of a tower compound is defined as lighting fixtures.

14.1.1 Street light type fixture to include the housing/fixture/instrument, brackets & hardware, lens, protective glass, lamp/bulb, wiring, conduit, photo cell, breaker panel, H-frame or mounting pole and any other device related to the functioning of the system and utility pole(s) installed for the purpose of mounting said lighting components.

14.2 System may consist of a combination of all components listed above including the following:

14.2.1 Tower leg or Mono Pole Shaft used as a mounting point to deploy said light fixture(s).

14.3 Contractor is responsible to maintain each tower sites Area Lighting system.

14.4 Should any question arise, as to the rules and requirements that shall be followed, to maintain this system, the contractor shall seek clarity from the Telecommunications Division regarding what is considered a part of the system.

14.5 This subsystem is an anti-crime deterrent, anti-trip hazard preventer and overall health, safety and welfare enhancement for all personnel visiting or working at a tower site during night hour operations.

14.6 It is paramount that the contractor understands any and all problems, outages or situations of disrepair shall be restored within 24 hours of reported fault, damages, destruction or any circumstance causing a non functioning status.

15. Professional Standards, Qualifications, Ratings and Training

15.1 The Contractor must possess current and valid certifications showing they and their employees, sub-contractors and any and all other associated personnel, are qualified to maintain the City of Jackson's tower system.

15.2 The primary contractor shall supply photocopies of employee's certifications stating successful completion of all training programs and requirements as issued by the applicable regulating organization. Photo copies of said documentation must be given to

CELLULAR TOWER SITE MAINTENANCE AGREEMENT

the City of Jackson and made part of the City's permanent files at the start of the contract period. The contractor shall keep this file current at all times during the contract period.

15.3 All work must adhere to the following organizations standards as they apply to job specific requirements;

- 15.3.1 NFPA National Fire Protection Association
- 15.3.2 NEC National Electrical Code
- 15.3.3 EIA Electronic Industries Association
- 15.3.4 ANSI American National Standards Institute
- 15.3.5 FCC Federal Communications Commission
- 15.3.6 FAA Federal Aviation Administration
- 15.3.7 NATE National Association of Tower Erectors
- 15.3.8 OSHA Occupational Safety and Health Administration

15.4 Furthermore the primary contractor shall provide valid in force proof for themselves, their employees and sub-contractors with regards to the following training;

15.4.1 State of Mississippi and National Safety Council Defensive Driving Training

15.4.2 Fall Protection Training

15.4.3 RF / EME Radiation Awareness Training

15.4.4 Competent Climber Certification

15.4.5 Tower Rescue Training

15.4.6 Proper Rigging, Hoist and Gin Pole Training

15.4.7 Ten (10) Hour and Thirty (30) Hour OSHA Training

15.4.8 First Aid and CPR Training

15.4.9 Flash Technologies Certification for Medium and High Intensity systems

15.4.10 Obstruction Lighting Equipment, for – Incandescent, Strobe and LED Devices in accordance with FAA/FCC –ADVISORY CIRCULAR -AC 150/5345-43E and ADVISORY CIRCULAR AC 70/7460-1K or the most current or updated versions of these circulars when issued by these agencies.

16. Quarterly Logs

16.1 Contractor shall provide detailed written documentation of all work and tasks performed related to the tower systems maintenance standards listed above.

16.2 The detailed log shall include an itemized list of part(s) utilized, number of tasks completed, cost per unit(s) installed and labor cost.

16.3 Contractor also shall provide a quarterly log which shall support all invoicing by reporting pending or completed jobs, listing supplies used and actions taken, noting time and date of work as part of the written log.

CELLULAR TOWER SITE MAINTENANCE AGREEMENT

16.4 Color photographs of work shall be provided during all stages of a project as proof of proper procedural usage and to show work completed as required.

17. Work Performance

17.1 Contractor shall contact the Telecommunications Division upon completion of all task or job(s). All work shall be inspected by the Telecommunications Division within seventy two (72) hours of disclosure.

17.2 Any completed assignment found to be unsatisfactory by Telecommunications or failure to be in compliance with outlined protocol shall be disclosed to the Contractor when discovered.

17.3 Upon notification of fault(s) by Telecommunication to the Contractor, all deficiencies shall be correct immediately at Contractors own expense under the contractual term of payment.

18. Point of Contact

18.1 Contractor shall maintain a place of business with appropriate mailing address, telephone number (cellular or hard line) and email address, verifiable by the Telecommunications Division.

18.2 Contractor shall respond within twenty-four (24) hours of being contacted by the Telecommunications Division.

19. Insurance

19.1 The contractor must maintain the following insurance policies:

19.1.2. Comprehensive General Liability Insurance for bodily injury (including death) and Property Damage Insurance in accordance with Section 31-5-51 of the Mississippi Code Annotated 1972 as amended. Said policy should have at minimum at least One Million (\$1,000,000.00) Dollars General Liability Insurance.

19.1.3. Comprehensive Automobile Liability Insurance covering owned, non-owned, or hired vehicles.

19.1.4 Workers Compensation coverage in accordance with the statutory requirements and limits of the State of Mississippi.

19.2 If subcontractors are utilized, the Provider shall require the subcontractor to carry insurance of the same kinds and amounts, which insure the integrity of the project.

CELLULAR TOWER SITE MAINTENANCE AGREEMENT

19.3 All such policies shall be written by insurance companies licensed to transact business in Mississippi. The City of Jackson reserves the right to approve the selected insurance carrier. The insurance provision shall contain a provision that coverage afforded under the policy shall not be cancelled, allowed to expire or amended without thirty (30) days written notice to the City.

19.4 The Provider shall submit to the City an "Insurance Verification Certificate" within ten (10) days from the date of receipt of the notice of acceptance, evidencing that Provider and all subcontractors have obtained the required insurance coverage.

19.5 Such certificates shall clearly indicate the types and amounts of insurance, class of operations covered, effective dates and dates of expiration of policies.

20. Quotes and Invoicing

20.1 Prior to the start of any work the Contractor shall submit a detailed Quote (labeled QUOTE) on company letterhead.

20.2 The quote must be signed upon submittal or it shall be rejected.

20.2.1 A faxed copy is acceptable to start the process of acceptance for work, with a hard copy delivered by U. S. Mail to follow shortly after. The original mailed copy is the only instrument that can legally be used to make payment for services rendered. No photo copies can be used for payment.

20.3 Quote shall include all materials (parts) priced individually.

20.4 All labor cost associated with the installation of an individual part or system shall be listed as a separate line item for each task or job or part or system installation.

20.5 A general explanation of the work to be performed with the associated job shall be included in the signed quote.

20.6 The Contractor shall wait for confirmation from the Telecommunications Division before beginning work.

20.7 Upon completion of the work, Contractor shall contact the Telecommunications Division for a site walk and inspection with the contractor or their representative.

20.8 A formal Invoice (labeled INVOICE) with the exact same content as the Quote shall be submitted to Telecommunications.

20.9 The Invoice on company letterhead must be signed upon submittal or it shall be rejected.

CELLULAR TOWER SITE MAINTENANCE AGREEMENT

20.9.1 A faxed copy is acceptable to start the process of payment for work, with a hard copy delivered by U. S. Mail to follow shortly after. The original mailed copy is the only instrument that can legally be used to make payment for services rendered. No photo copies can be used for payment.

20.10 The contractor shall understand that payment will follow within forty five (45) days of receipt by the Telecommunications Division if no problems with the submittal are found, requiring returning of the Invoice for corrections.

Exhibit C

Vegetation

Attached as part of the email delivering this Agreement. Exhibit C is sent as an Adobe Acrobat Document in PDF Format.

Exhibits

- "A"** Tower Addresses
- "B"** Scope of Services, herein
- "C"** Tower Site Boundaries and Vegetation Abatement Instructions

CITY OF JACKSON, MISSISSIPPI
PROPOSAL FORM

PLEASE RETURN THIS SECTION IN ITS ENTIRETY

NOTICE TO VENDOR:

FOR DELIVERY OR MAILING INSTRUCTIONS:

1. Submit one (1) original and two (2) copies of your Proposal Package.
2. MAILING ADDRESS: City of Jackson
Office of the City Clerk
Post Office Box 17,
Jackson, MS 39205
3. DELIVERY ADDRESS: Office of the City Clerk
219 South President Street 1st Floor
City Hall
Jackson, MS 39201
- *4. Note the following on the outside of your envelope:
"RFP No. 93684-062320 to be opened, June 23, 2020"

In accordance with your Notice of June 4 & 11, 2020, an RFP as follows:
Request for Proposals – For Maintenance & Repair of City Towers, 36—Month Agreement W/Option of two, one
(1) year extensions, pending on the quality of services/work being done.

Company Name _____

	Description	Total Price Per year	Total Price for 2 years
1.	Inspection of 30 City Tower, attached diagrams and instructions		
2.	Pre-Event-Safety Lighting Repair, Mark Up. Per requirement & Bulb to be used		
3.	Pre-Event Fence Repair		
4.	Corrosion Control Inspection & corrected at least 1 week after notified or observed		
5.	Any other required work so noted		
6.	Total, you may submit a separate breakdown sheet from this proposal, but insert total dollar amount here.	\$	\$

Notice to Dealers in Tower Maintenance & Repairs
June 4 & 11, 2020

The above will comply with the specifications included in the Notice to Dealers, with any and all exceptions noted in a separate document.

Do not submit more than one proposal per package. Alternate proposals are not acceptable; unless submitted in a separate sealed envelope.

This proposal must be valid for 60 days after proposal opening. If this proposal is good for longer than 60 days, then state how long this proposal is good for _____.

Please submit in the following order

1. Your proposal site inspection/improvement
2. Your propose treatment of weeds around the site
3. Detail Pricing sheet
4. EBO Package completed

**SALES TAX AND FEDERAL EXCISE TAX ARE NOT TO BE INCLUDED IN ABOVE PRICE.
THE CITY OF JACKSON ASSUMES NO TAX LIABILITY**

CITY OF JACKSON, MISSISSIPPI

Chokwe Antar Lumumba

Mayor

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

Department of Planning and Development

**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 7-1-2013)

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, 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)	AfricanAmerican (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.

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 \$1,000,000.00. Even if the prime itself is a MBE, joint venture between prime contractors and MBEs shall be required on all projects exceeding one million dollars (\$1,000,000.00).
- (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 IV of the City of Jackson's Equal Opportunity Executive Order No. 2014 – 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.

Revised 9/5/2014, JDL 6

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 VI(C)(I) of the EBO Executive Order No. 2014-3

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 "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 FBEs, including, at a minimum:

Revised 9/5/2014, JDL 7

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 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.

**If you are unable to locate an MBE/FBE, please contact the Business Development Division at (601) 9601055.*

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)	AfricanAmerican (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services					
Construction					
Goods & Non-Professional Services					

VII. 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. 2014-3

VIII. 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: _____

Type Minority Business (MBE/FBE):

City, State, ZIP: _____

_____ Female (FBE)

_____ African-American (AABE)

_____ Asian (ABE)

_____ Hispanic (HBE)

_____ Native American (NABE)

Contact Person: _____

Telephone Number: _____

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: _____

Type Minority Business (MBE/FBE):

_____ Female (FBE)

_____ African-American (AABE)

_____ Asian (ABE)

_____ Hispanic (HBE)

_____ Native American (NABE)

City, State, ZIP: _____

Contact Person: _____

Telephone Number: _____

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: _____

Type Minority Business (MBE/FBE):

City, State, ZIP: _____

_____ Female (FBE)

_____ African-American (AABE)

_____ Asian (ABE)

_____ Hispanic (HBE)

_____ Native American (NABE)

Contact Person: _____

Telephone Number: _____

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: _____

Type Minority Business (MBE/FBE):

_____ Female (FBE)

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City, State, ZIP: _____

Contact Person: _____

Telephone Number: _____

_____ 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: _____ %