



November 3, 2021

**THE CITY OF JACKSON IS ACCEPTING RFP FOR CATERING SERVICES  
TO BE USED BY THE CITY OF JACKSON POLICE TRAINING FACILITY  
RFP—96115-113021**

The City of Jackson is accepting RFP from Licensed Catering Food Service providers to provide the Jackson Police Training Academy with hot well-balanced meals during the City's regular training session and for the extended time requirements below. Proposals are due **November 30, 2021 no later than 3:30PM**. Please mark on your envelope **RFP # 96115-113021 Catering Services for The City of Jackson/Police Training Academy**

**CATERING SERVICES  
RFP #96115-113021**

Request for Proposals from Licensed Catering Food Services, to be used by the City of Jackson for the Jackson Police Training Academy.

Provide pricing for the following Catering Packages. All Catering Packages should include the menu items with the price, in addition to water, tea, all paper products, eating utensils and condiments.

The price specified shall not include any taxes, for the City of Jackson is Tax Exempted from any kind levied by federal, state municipal, or other governmental authority, regardless we do not pay taxes.

The City of Jackson & it's Police Department will strive to work with the selected caterer regarding upgrade to the menus submitted or selected menus on a case-by-case basis in order to create a menu that will best fit the client's needs; however, proposal must at a minimum, address the following:

Be prepared for fifty (50) recruits and the Jackson Police Training Academy Staff.

- One entrée
- Two Sides (vegetables)
- Bread
- Drink
- Salad
- Dessert

Term: one year with a three (3) year option automatic extension in one-year intervals; contract starting around December 2021 or after approval and the selected recruits are in place, but the contract will be for a year from start. The automatic extension will be granted, provided the services have been as required, but will at the discretion of the City of Jackson Police Training Academy personnel in charge.

**RFP must include one clearly marked "Original (1)" and four (4) copies and be delivered by 3:30 P.M., on November 30, 2021, to the City Clerks' Office of Jackson, 219 South President Street, Jackson, MS 39201, located on the 1<sup>st</sup> floor of the Jackson City Hall.**

**Adhering to the following:**

1. All meals shall meet or exceed the recommended standards of the American Dietary Association, American Medical Association and the National Academy of Science.
2. The meal shall be balanced and nutritious, complete with a drink (liquids) and desserts. Each weekly menu must be versatile in meals and offer a large variety of menu items, signed off on and approved by a Registered Dietician. All menus must include three (3) meals a day (breakfast, lunch and dinner), in accordance with the Academy scheduled mealtime and sufficient for the rigorous training program.
3. The meals provided will consist of Sunday through Saturday, seven (7) days a week, three (3) times a day, breakfast, lunch and dinner for up to (50) recruits and the JPD Training Academy Staff, for a full-time cloistered class. This may be reduced to a Monday through Friday, five (5) days a week overnight class.

**SCHEDULED MEAL TIMES:**

<b>Breakfast</b>	<b>6:30 AM until 7:30 A.M.</b>
<b>Lunch</b>	<b>11:30 A.M. until 12:30PM</b>
<b>Dinner</b>	<b>5:30 P.M until 6:30 PM.</b>

4. You must provide a detailed two (2) week menu rotation. This must be submitted with your prices & RFP submission package, approved by a registered dietician.
5. Consider being flexible during times recruits are undergoing field training, (i.e., driving course firing range training etc.), when the time and serving site may vary during these times.

6. All meals (foods) shall be prepared in the provider place of business, which is licensed by the State Board of Health, in Food Services and provide a copy of such license.
7. The provider shall be responsible for all costs of operations, its food preparation and service facilities. The City shall not be held responsible for any claims of damage demands or liability on any account.
8. The provider will have the use of the kitchen and kitchen facilities at the Jackson Police Training Academy, in preparation for serving of the meals. The City shall provide a holding kitchen, cafeteria line, and dining area suitable for receiving the food and serving the recruits. The kitchen and cafeteria shall be maintained by the City or its designee. The vendor must become familiar with all the equipment to not cause any damage to such in use.
9. All food, dieticians, managers, arsenal and other supplies used by the provider in its performance of this service shall be provided by the vendor holding the contract. Its workers shall be in compliance with dress and cleanness as provided in their own place of business. If uniforms are required then provide such for here, along with any health certificates if required. Do not send any sick employee over to work at the City of Jackson Police Training Academy, for we must maintain a healthy environment. If this is discovered, then the contract will be considered void.
10. The provider shall provide a clean environment in supplying all the transporting vehicles, equipment, serving utensils and disposable plates, cups, bowls, napkins, utensils, condiments, etc., deemed necessary to deliver and service the food at the Jackson Police Training Academy,
11. The awarded Vendor shall appoint a person or persons to act as a primary contact at the City of Jackson Police Training Academy, in conversing with the Commander in charge.
12. Vendor, upon submittal of a proposal, agrees that they are capable and willing to provide catering services for the site indicated in the proposal for the duration of the contract and will comply with the terms and conditions of the contract or services requested.
13. The City of Jackson will award the catering contract to one contractor for this Catering Service and it cannot be sub-contracted to another Catering Services. If it is found that such is occurring the contract will be cancelled or void upon this discovery.
14. **The catering food contract provider should have the following: Certification of Insurance (attach or provide in a separate envelope).** It must be included with the RFP package and maintained throughout the contract, if awarded, it is found that the awarded vendor has faltered or cancel any of the required insurance, they will have only, (5) five days to secure or renew such.
  1. Copy of their Workers Compensation Insurance.
  2. General Food Products Liability Insurance of at least \$1,000.000.00 per occurrence and \$2,000.00 Aggregate.
  3. Copy of their Blanket Contractual Liability Insurance.
  4. Copy of their current Food Health Certificate, issued by the MS State Health Department.

5. Copy of the Registered Dieticians licenses being used to review menus.
6. All insurance, certificates and licenses must be maintained throughout the term of this service agreement.
15. The awarded vendor shall be paid within 30 days after providing the signed, dated invoice by the Director of the Jackson Police Training Academy, to the COJ after providing them the invoice showing the number of meals served each day then to A/P; The vendor will be paid once a month after providing a signed, dated invoice to the City at the end of each month showing the actual number of meals served each day, time applicable rates bided less any credits due. The invoice must be approved by the person in charge for the academy, and submitted to A/P, (Account Payable) for payment, therefore this will require you working together to ensure this happen in a timely manner. Vendor shall maintain a copy of all invoices.
16. The awarded vendor shall appoint a person or persons to act as a primary contact with the Person in charge at the police Training Academy.
17. The City policies in full-filling this contract will prohibit the exchange of any funds between the staff and the recruits or the vendor.
18. The vendor must provide pricing on all the items on the attached "Breakfast, Lunch and Dinner Menu". Based on the count as indicated on the pricing sheet.
19. Vendor is to provide two (2) references of which they provided catering services of similar type, size and provide the name of the organization, or company name along with the time served and a, address of the company or organization location, contact person name, along with a phone number for such organization & the person point of contact.

## **20. DURATION OF SERVICE CONTRACT**

**The initial contract period shall start on the date that this Contract Agreement is approved by the City Council, or the date the first meal is delivered for a period of one year, with options for automatic renewal for up to three additional years in one-year increments, provided Director of Training at the Jackson Police Training Academy agrees.**

**---All the prices, terms and conditions shall remain firm, for the same vendor for the initial period of the contract and for any renewal period(s). The City of Jackson at its discretion may have an automatic renewal of this Contract annually, up to the additional years, based on satisfactory performance and a determination that it will be in the best interest of the City of Jackson and the Police Departments.**

21. The City reserves the right to cancel this Food Service Agreement Contract if the provider fails to perform as agreed or other problems arise, which cannot be resolved within a fifteen (15) day notice.

In addition, the City shall also have the right to cancel this Contract if the Caterer

neglects, fails, or refuses to provide services, or it does not meet the intended schedules, provides inferior quality and/or insufficient quantity of food as outlined previously.

22. The provider may cancel this contract with a 30-day notice that explicitly states the reason for the cancelation, but understand they will be placed on a do not use list for the next two (2) years if the reason is found to be frivolous.
23. State Sales Tax and Federal Excise Taxes are not to be included in the price, for the City of Jackson is exempt from payment of Sales Tax and Federal Excise Taxes.
24. The provider shall comply with all laws, ordinances, regulations, orders, and directives of any Federal, State, County, or City government applicable to food preparation and directives or any law or licenses applicable to food preparation and service facilities or the service of meals therein.
25. The provider must offer a detailed two (2) week menu rotation. This is to be submitted with your price, and you do agree that upon submitting of a proposal, that you are capable and will provide the necessary services for any size class as indicated at your submitted price. You will be provided the count for the number of recruits on site.

If you have any questions regarding the submission process, please contact Destiney Williams, Purchasing Manager, Purchasing Division at (601) 960-1533.

If you have any questions regarding the City of Jackson Police Training facilities, menus, or starting training schedule, please contact Commander Alfred Cooper at (601) 960-2453 or Deputy Chief Tyrone Buckley at 601-960-1951.

No one may make any modification to the requirements without them coming through the Purchasing Division, 601-960-1533.

## **OTHER SPECIFICATIONS:**

### **Service Area:**

The City of Jackson Police Department (COJPD) will provide a minimum of 800 square feet for food preparation, storage and serving area, at no cost to the catering company. But they must be responsible for expediting and cleaning up of food services area included in the Catering Cost being submitted.

### **The kitchen may be used at the disposal of the catering service and consists of:**

- 1-60" South Bend Range with 6 Burners, 24" Griddle and 2 Stoves
- 1-5" Chest Freezer
- 1-3 Door Refrigerator
- 1-Ice Maker
- 1-3 Compartment Clean-Up Sink Area
- 4-12" x 20" Food Warmer with a Serving Line
- 1-Storage Supply Area

### **"CITY OF JACKSON/POLICE TRAINING ACADEMY" will provide at no charge:**

- Hot & Cold Water
- Power Source
- Men's Room
- Ladies Room
- Bags of ice for general usage only in providing the services
- Free parking
- Access to the facility by provider during normal business hours, or you must make prior arrangement.
- Parking for catering truck

The COJPD expects that all work will be performed in a professional manner. All information provided in this request is proprietary for this purpose only.

### **Decision Making Process:**

The recommendation for this RFP will be made by the City of Jackson Police Academy Training Director and other Academy personnel, the JPD legal representative and one outside person, if necessary for a detailed review of the RFP. The recommendation will be presented to the Council for approval.

Please provide one price for each section with the understanding of item #9 on the second page to be provided.

# CITY OF JACKSON

## PRICE PROPOSAL FORM

All Packages are due no later than November 30,2021 no later than 3:30 PM or earlier no exception.

COMPANY NAME \_\_\_\_\_

### OPTION 1

ESTIMATED 15-20 PEOPLE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE PER MEAL</u>
1.	Breakfast	\$ _____
2.	Lunch	\$ _____
3.	Dinner	\$ _____

### OPTION 2

ESTIMATED 21-30 PEOPLE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE PER MEAL</u>
1.	Breakfast	\$ _____
2.	Lunch	\$ _____
3.	Dinner	\$ _____

### OPTION 3

ESTIMATED 31-40 PEOPLE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE PER MEAL</u>
1.	Breakfast	\$ _____
2.	Lunch	\$ _____
3.	Dinner	\$ _____

#### **OPTION 4**

##### **ESTIMATED 41-50 PEOPLE**

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT PRICE PER MEAL</u></b>
1.	Breakfast	\$ _____
2.	Lunch	\$ _____
3.	Dinner	\$ _____

#### **OPTION 5**

##### **ESTIMATED 51-60 PEOPLE**

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT PRICE PER MEAL</u></b>
1.	Breakfast	\$ _____
2.	Lunch	\$ _____
3.	Dinner	\$ _____

#### **OPTION 6**

##### **ESTIMATED 61-70 PEOPLE**

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT PRICE PER MEAL</u></b>
1.	Breakfast	\$ _____
2.	Lunch	\$ _____
3.	Dinner	\$ _____

If you wish to submit more than one set of prices, the RFP must be submitted in a separate envelope with the RFP Number on the outside of the envelope, marked alternative.

I understand that by signing this RFP Agreement, I am agreeing to the price and delivery Terms, along with all other requirements for the term stated.

**THE MEALS SHALL BE PROVIDED SUNDAY THROUGH SATURDAY, SEVEN (7) DAYS A WEEK, THREE (3) TIMES A DAY, AS INDICATED BELOW.**



**SCHEDULED MEAL TIMES:**

**BREAKFAST 6:30-----7:30 A.M.**

**LUNCH 11:30 P.M. ---12:30 PM**

**DINNER 6:00 P.M. ---7:00PM**

**CHECK LIST TO ENSURE YOU ARE CONSIDERED**

\_\_\_\_\_ **Copy of food license included**

\_\_\_\_\_ **Copy of all insurance is attached**

\_\_\_\_\_ **Copies of a 2-week vestal menu is provided**

\_\_\_\_\_ **Copy of the EBO Application is provided**

\_\_\_\_\_ **I have signed & dated my submission**

**CITY OF JACKSON  
RFP SUBMITTED BY:**

**Please Type or Print  
Company Full Legal  
Name:**

\_\_\_\_\_

**Mailing  
Address:**

\_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Physical Address, Principal Place of Business:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Name of Person Submitting RFP:** \_\_\_\_\_

**Signature of Person Submitting RFP:** \_\_\_\_\_  
*(Required)*

**Date:** \_\_\_\_\_, 2021      **E-Mail Address:** \_\_\_\_\_  
*(Required)*

**Telephone No.:** \_\_\_\_\_/\_\_\_\_\_  
**Fax No.:** \_\_\_\_\_/\_\_\_\_\_

**\*\*The (EBO) Application form must be completed by all vendors and returned with ALL bids. The EBO staff is available at, (601) 960-1851 to assist you with any questions you may have in preparing the EBO Application.**

**CITY OF JACKSON, MISSISSIPPI**

**Chokwe Antar Lumumba  
Mayor**

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

**Department of Planning and Development  
Office of Economic Development**

**CITY OF JACKSON, MISSISSIPPI**  
**EQUAL BUSINESS OPPORTUNITY ORDINANCE**

***LEGAL NOTICE***

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

For more information on the City of Jackson's Equal Business Opportunity Program, please contact the Division of Equal Business Opportunity at 960-1856. Copies of the EBO Ordinance, 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 6-1-09)

## **EQUAL BUSINESS OPPORTUNITY SPECIAL NOTICE TO BIDDERS**

### **POLICY**

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

### **DEFINITIONS**

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

- (1) "African American Business Enterprise (AABE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more African Americans, and certified as such by the Division of Business Development.
- (2) "Asian American Business Enterprise (ABE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more Asian Americans, and certified as such by the Division of Business Development.
- (3) "Hispanic Business Enterprise (HBE)" shall mean a business that is an independent and continuing enterprise for profit performing a commercially useful function and is owned and controlled by one or more Hispanics, as defined in section 127-4 (7), and certified as such by the Division of Business Development.
- (4) "Minority Business Enterprise (MBE)" shall mean a business which is an independent and continuing operation for profit, performing a commercially useful function, and is owned and controlled by one or more minority group members, as defined in Sections 1, 2 and 3, which group has been determined to have suffered discrimination requiring amelioration and is certified as such by the City.
- (5) "Female Business Enterprise (FBE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more females, and certified as such by the Division of Business Development.

### **OBLIGATION**

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

### **GOALS**

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

***The Equal Business Opportunity participation goals are as follows:***

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

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

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

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

**A. Subcontractor Participation**

- (i) Where a prime contractor utilizes one or more subcontractors to satisfy its equal business opportunity commitment, the prime contractor may count toward its EBO Plan only expenditures to MBE (AABE, HBE, or ABE) or FBE contractors that perform a commercially useful function in the work of the contract.
- (ii) An MBE or FBE subcontractor is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. In determining whether an MBE or FBE subcontractor, is performing a commercially useful function, factors, including but not limited to the following, will be considered:
  - (a) The amount of work subcontracted;
  - (b) The type of prime contract;
  - (c) Whether the business has the skill and expertise to perform work for which it is being/has been certified;
  - (d) Whether the business actually performs, manages and supervises the work for which it is being/has been certified; and
  - (e) Whether the business purchases goods and/or services from a non-minority/women\*s business enterprise and simply resells goods to the city, city contractor, or other person doing business with the city for the purpose of allowing those goods to be counted towards fulfillment of minority/women\*s business enterprise utilization goals.
  - (f) Standard industry practices.
- (iii) Consistent with standard industry practices, an MBE or FBE subcontractor may enter into second tier subcontracts. If an MBE or FBE subcontractor subcontracts a significantly greater portion of the work of its subcontract to a non-minority, non-female owned firm than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or FBE subcontractor is not performing a commercially useful function.

**B. Suppliers Participation**

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

- (i) 100 percent of the contract amount for MBE or FBE suppliers who manufacture the goods supplied.
- (ii) 100 percent of the contract amount for MBE and FBE suppliers who are wholesalers warehousing the goods supplied or who are manufacturers\* representatives, provided that only 25 percent of the applicable MBE or FBE goal may be attained by non-manufacturing supplier contracts to MBEs or FBEs.
- (iii) For those contracts where an extraordinarily large proportion of the contract price is for equipment or supplies, a lower project goal may be set than otherwise would be required, or the 25 percent limit for suppliers may be increased, or a combination of these two methods may be utilized.

**C. Joint Ventures and Mentor-Protégé Programs**

- (i) The Division of Equal Business Opportunity shall encourage, where economically feasible, establishment of joint ventures and mentor protégé programs to ensure prime contracting opportunities for African American, Hispanic, Asian American, Native American and Female Business Enterprises on all eligible projects over \$10,000,000.00. Even if the prime itself is a MBE, joint venture between prime contractors and MBEs shall be required on all projects exceeding ten million dollars (\$10,000,000.00).
- (ii) Where a contractor engages in a joint venture to satisfy its Equal Business Opportunity Commitment, the Equal Business Opportunity Officer shall review and approve all contractual agreements regarding:
  - (a) The initial capital investment of each venture partner;
  - (b) The proportional allocation of profits and losses to each venture partner;
  - (c) The sharing of the right to control the ownership and management of the joint venture;
  - (d) Actual participation of the venture partners in the performance of the contract;
  - (e) The method of and responsibility for accounting;
  - (f) The methods by which disputes are resolved; and
  - (g) Other pertinent factors of the joint venture.

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

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

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

- (a) Type of technical assistance to be provided by mentor;
- (b) Rights and responsibilities of each mentor and protégé contracting activity;
- (c) The specific duration of the agreement;
- (d) The amount of participation by the protégé that may be credited toward the applicable EBO goal.

## **EQUAL BUSINESS OPPORTUNITY PLAN**

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

- A. Names, addresses and contact persons of each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise to be used in the contract.
- B. The type of work or service each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise will perform.
- C. The dollar value of the work or service to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.
- D. Scope of the work to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.

### **Waiver**

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

### **Replacement**

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

I. Company Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Telephone: (       ) \_\_\_\_\_

E-mail: \_\_\_\_\_

II. Bid Name and Number: \_\_\_\_\_

III. PROPOSED MINORITY AND/OR FEMALE SUBCONTRACTORS: **(SEE ATTACHMENTS)**  
*If a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, all MBE or FBE supplier participation will be credited in accordance to Section 127-13-1(B) of the EBO Ordinance.*

IV. Total Bid Amount: \$ \_\_\_\_\_

V. WAIVER REQUESTED ... ☐ *(If you fail to meet either or all of the EBO Participation Goals, check this box and follow the directions below to provide the required **\*WAIVER STATEMENT\***. The "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:
  - 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) 960-1055.*

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

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

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

**VII. 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 127-19 of the EBO Ordinance.**

**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: \_\_\_\_\_

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: \_\_\_\_\_ %

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Percentage of MBE and/or FBE Participation: \_\_\_\_\_ %