



*Jackson  
Municipal  
Airport  
Authority*

REQUEST FOR PROPOSALS FOR  
BOND UNDERWRITING SERVICES  
BY THE JACKSON MUNICIPAL AIRPORT AUTHORITY  
BY THE JACKSON MUNICIPAL AIRPORT AUTHORITY  
JMAA PROJECT NUMBER 8100-003-17  
MAY 10, 2017

Jackson Municipal Airport Authority  
100 International Drive, Suite 300 (39208)  
Post Office Box 98109  
Jackson, Mississippi 39298-8109  
Telephone No.: (601) 939-5631, ext. 516  
Facsimile No.: (601) 939-3713  
E-Mail: [cparker@jmaa.com](mailto:cparker@jmaa.com)  
Attention: Chad G Parker  
Procurement Specialist

## **TABLE OF CONTENTS**

<b>DESCRIPTION</b>	<b>PAGE NO.</b>
Advertisement for Proposal	3
Part I - General Information for Respondents	5
Part II - General Requirements for Proposals	6
Part III – Scope of Services	10
Part IV – Information Required from Respondents	10
Part V – Criteria for Selection	14
Attachment A – Sample Form of Agreement	16

REQUEST FOR PROPOSALS FOR  
BOND UNDERWRITING SERVICES  
BY THE JACKSON MUNICIPAL AIRPORT AUTHORITY  
JMAA PROJECT NUMBER 8100-003-17

May 10, 2017

The Jackson Municipal Airport Authority ("JMAA") requests Proposals for Bond Underwriting Services ("Proposals") for Airport Revenue Refunding Bonds ("Refunding Bonds").

JMAA will receive Proposals from firms ("Respondents") at the offices of JMAA, Suite 300, Main Terminal Building, Jackson-Medgar Wiley Evers International Airport, 100 International Drive, Jackson, Mississippi 39208, until 3:00 p.m. CDT on June 23, 2017 (the "Deadline")

JMAA will not consider any Proposals received after the Deadline for any reason whatsoever. The Request for Proposals ("RFP") is on the JMAA website and on file at the offices of JMAA for public inspection. The RFP contains General Information for Respondents, General Requirements for Proposals, Scope of Services, Information Required from Respondents and Criteria for Selection. Interested firms may obtain a copy of the RFP from JMAA by contacting Chad G Parker, JMAA's Procurement Specialist, as follows:

Jackson Municipal Airport Authority  
100 International Drive, Suite 300 (39208)  
Post Office Box 98109  
Jackson, Mississippi 39298-8109  
Attention: Chad G Parker  
Telephone No.: (601) 939-5631, ext.516  
Facsimile No.: (601) 939-3713  
E-Mail: [cparker@jmaa.com](mailto:cparker@jmaa.com)

or from JMAA's website at [www.jmaa.com/resources/rfprfb-center/](http://www.jmaa.com/resources/rfprfb-center/).

JMAA reserves the right to reject any and all Proposals, for any reason, any time before execution of a contract with a Respondent selected by JMAA.

JMAA reserves the right to interview some, all, or none of the firms responding to this RFP based solely on its judgment as to the firm's proposal and capabilities. JMAA reserves the right to request and consider additional information from respondents and to reject any and all submissions. No firm may withdraw their submission for at least 120 days after the Deadline set for submission.

Should it be determined by JMAA that in-person interviews are advisable, it is anticipated that such interviews will be scheduled the week of June 26, 2017.

JACKSON MUNICIPAL AIRPORT AUTHORITY

REQUEST FOR PROPOSAL FOR  
BOND UNDERWRITING SERVICES  
BY THE JACKSON MUNICIPAL AIRPORT AUTHORITY  
JMAA PROJECT NUMBER 8100-03-17  
MAY 10, 2017  
PAGE 3 OF 15

**Publications:**

The Clarion-Ledger	May 10, 2017, May 17, 2017, and May 24, 2017
Rankin County News	May 10, 2017, May 17, 2017, and May 24, 2017
La Noticia MS	May 10, 2017, May 17, 2017, and May 24, 2017
The Jackson Advocate	May 11, 2017, May 18, 2017, and May 25, 2017
Mississippi Link	May 11, 2017, May 18, 2017, and May 25, 2017

## 1. PART I. GENERAL INFORMATION FOR RESPONDENTS

- 1.1. Issuer: Jackson Municipal Airport Authority. JMAA, a municipal airport authority organized and existing under the Mississippi Airport Authorities Law, Section 61-3-1 et seq., Mississippi Code of 1972, as amended, is the issuer of this RFP. JMAA is a body corporate and politic and a political subdivision of the State of Mississippi. JMAA operates the Jackson-Medgar Wiley Evers International Airport (the "International Airport"), a commercial airport, and Hawkins Field, a general aviation airport (together with the International Airport, the "Airport").

The International Airport is located six miles east of the City of Jackson's downtown area. The International Airport is primarily an origin and destination airport serving a five-county Air Trade Area consisting of the Mississippi counties of Hinds (the county in which the general aviation airport is located), Madison, Rankin (the county in which the International Airport is located), Copiah and Simpson. Jackson is the primary city in this geographical area, and is also the capital of the State of Mississippi. The Airport served approximately 990,000 passengers in 2016.

- 1.2. JMAA's Authorized Contact. JMAA's Contact for this RFP is Chad G Parker, JMAA's Procurement Specialist. All questions regarding this RFP must be directed to him via regular mail, facsimile, or email as follows:

Jackson Municipal Airport Authority  
100 International Drive, Suite 300 (39208)  
Post Office Box 98109  
Jackson, Mississippi 39298-8109  
Attention: Chad G Parker  
Telephone No.: (601) 939-5631, ext. 516  
Facsimile No.: (601) 939-3713  
E-Mail: [cparker@jmaa.com](mailto:cparker@jmaa.com)

All contact by Respondents with JMAA must be through Mr. Parker or in response to requests for additional information from JMAA. Any unsolicited contact by a Respondent with other staff of JMAA or any member of the Board of Commissioners regarding this RFP or the project which is the subject of this RFP shall be grounds for disqualification of the Respondent.

- 1.3. Purpose of RFP.

- 1.3.1. JMAA is issuing this RFP to firms interested in providing bond underwriting services in connection with the issuance of Airport Revenue Refunding Bonds (the "Services") to refund all or a portion of its \$4,205,000 of Series 2007A Bonds (AMT) and all or a portion of \$4,860,000 of Series 2007B Bonds (Non-AMT). The Series 2007A and 2007B Bonds may be redeemed at the option of JMAA on or after October 1, 2017 and refunding of these bonds may be closed up to 90 days before October 1, 2017.

1.3.2. *Please note that JMAA is also considering refunding all or a portion of the Series 2007A and Series 2007B Bonds via direct placement.*

1.3.3. JMAA's Fiscal Year 2016 audit will be provided upon request. Please contact Chad G Parker at [cparker@jmaa.com](mailto:cparker@jmaa.com) to receive an electronic copy of the audit.

1.4. Source of Repayment for the Airport Revenue Refunding Bonds. The Refunding Bonds will be issued on a parity basis with JMAA's approximately \$25,920,000 of Airport Revenue Bonds which will remain outstanding after the proposed refunding(s). JMAA's Airport Revenue Bonds were issued pursuant to JMAA's Indenture of Trust (the "Indenture"), dated as of December 1, 1996, and are secured by a first lien on JMAA's Net Revenues. In general, such Net Revenues are JMAA's remaining Revenues after the payment of operating and maintenance expenses. A copy of the Indenture is on JMAA's website at <http://jmaa.com/rfprfb-center/>.

1.5. JMAA's Outstanding Debt. Including the 2007A Bonds and 2007B Bonds that are to be refunded, JMAA currently has approximately \$34,985,000 of Airport Revenue Bonds outstanding as follows: the 2005C Bonds, the 2007A Bonds, the 2007B Bonds, the 2015A Bonds and the 2015B Bonds. Notably, the Series 2015A and Series 2015B bonds were issued as direct placements.

JMAA's current underlying ratings by Moody's Investors Service and Fitch Ratings on its outstanding Series 2005C, Series 2007A, and Series 2007B General Airport Revenue Bonds are Baa1/BBB+, respectively. No public ratings were sought or obtained on the Series 2015A and Series 2015B bonds.

## **2. PART II. GENERAL REQUIREMENTS FOR PROPOSALS**

2.1. Deadline. The Proposal must be received by JMAA no later than 3:00 p.m. central time on June 23, 2017 (the "Deadline"). JMAA will deem a Proposal received after the Deadline non-responsive and will reject all late-received Proposals without review. The opening of any Proposal does not constitute approval by JMAA of such Respondent as a suitable and qualified Respondent.

2.2. Pre-Submission Conference. JMAA will not hold a pre-submission conference relating to this solicitation.

2.3. Interpretation of Information Required from Respondents. Each Respondent should examine the RFP carefully. All requests to JMAA for interpretation, clarification or correction of any ambiguity, inconsistency or error must be in writing and delivered to Chad G Parker, JMAA's Procurement Specialist. Only interpretations, clarifications or corrections by Addendum issued by Mr. Parker shall be binding on JMAA and the Respondents. All requests for clarification, confirmation or interpretation must be submitted in writing and transmitted to Mr. Parker by email or facsimile.

- 2.4. Questions and Requests for Additional Information. Any questions regarding this RFP or the Services must be submitted in writing to Mr. Parker. JMAA will not provide individual responses to any Respondent. JMAA will respond to all questions by Addendum. The deadline for submission of any questions to JMAA will be 3:00 p.m. central time on June 2, 2017. Each question must specifically identify this RFP.
- 2.5. Addenda. If it becomes necessary to revise any aspect of this RFP or to provide additional information to Respondents, Ms. Hatten will issue one or more Addenda by posting on JMAA's website. JMAA will also endeavor to deliver via email a copy of each Addendum to all persons on record with JMAA as having received a copy of the RFP. No Addendum will be issued later than five (5) business days prior to the Deadline, except an Addendum withdrawing this RFP or postponing the Deadline (which Addendum may be issued at any time up to the Deadline). Each Respondent is solely responsible for ensuring that it receives and understands all Addenda issued by JMAA.
- 2.6. Copies to Be Provided. Each Respondent must submit four (4) paper copies of its Proposal. In addition, each Respondent must submit one (1) copy of its entire Proposal (including all attachments and exhibits) in digital format. The digital copy of the Proposal shall be submitted on CD-ROM, DVD or USB flash drive in Adobe\*.pdf (searchable) format. All four (4) paper copies and the digital copy of the Proposal must be enclosed in a sealed envelope or package, the outside of which must be marked by type or legibly written with the name of the Respondent and the following in letters "Proposal to Provide Bond Underwriting Services, JMAA Project No. 8100-003-17"
- 2.7. Formatting and Page Limits. No Proposal may exceed 15 pages, exclusive of appendices. The Respondent's letter of transmittal, table of contents, and introduction shall be included in the 15 page limit. JMAA prefers a Proposal on 8.5" x 11" pages only, with all four margins being at least one inch. All text information in the main part of the Proposal must be in an easily-read font. Samples of prior work by the Respondent and references may be included as appendices which will not be counted against the 15 page limitation. Proposals should be prepared simply and economically, and they should provide a straightforward and concise description of the Respondent's proposal, including its ability to perform the Services.
- 2.8. Information to be Provided. Proposals must respond to all requirements of the RFP and be sufficient for JMAA to evaluate the Respondent's proposal. At a minimum, the information specified in "PART IV: INFORMATION REQUIRED FROM RESPONDENTS" must be presented in the order requested. The information provided in the Proposal must be complete and accurate, and the Proposal must be sworn to (before a notary public) by an officer, partner or member of the Respondent authorized to bind the Respondent.
- 2.9. Acknowledgement of Addenda. Each Respondent must acknowledge receipt of any Addendum to this RFP. Respondent shall do this by including with its Proposal a properly executed Acknowledgment of Receipt of Addendum in the form that accompanies such Addendum, if any.

- 2.10. Statement Must Be Signed. Each Respondent must manually sign at least one copy of its Proposal.
- 2.11. Representations of Respondent. Each Respondent, by submitting a Proposal, represents that: (a) it read and understands the RFP; (b) it can provide the Scope of Services described in Part III of the RFP; (c) it has all the professional qualifications, licenses, certifications and registrations necessary to provide bond underwriting services; and (d) if selected by JMAA, it will fully comply with all federal, state and local laws, ordinances, rules and regulations that apply to providing bond underwriting services.
- 2.12. Investigations. JMAA reserves the right to make any and all investigations as it deems necessary to establish the competency of any Respondent to perform the Services.
- 2.13. Rejection of Proposals. JMAA reserves the right, in its sole discretion, for any reason, to reject any and all Proposals. Without limiting the foregoing, JMAA specifically reserves the right to reject a Proposal which is incomplete or irregular in any manner.
- 2.14. Agreement. The selected Respondent will be required to enter into JMAA's standard form consultant agreement in the form of Attachment A. The Agreement will contain, among other things, an agreement to perform the Services in accordance with standards of the industry, provisions required by applicable law and such other terms and conditions as JMAA deems appropriate. In no event will the Agreement contain any provision which (i) limits the Consultant's liability to JMAA or (ii) indemnifies the Consultant for the acts of JMAA or others.
- 2.15. Costs Incurred by Respondents Prior to Execution of an Agreement. JMAA will not be responsible for any costs incurred by any Respondent in the preparation of its Proposal.
- 2.16. Disclosure of RFP Response Contents as Public Records. **All materials submitted in response to this RFP will be the property of JMAA and may be held by JMAA or returned to each respective Respondent, at JMAA's sole discretion. In preparing its Proposal, each Respondent should be aware that all of its Proposal will be subject to public inspection and/or reproduction under the Mississippi Public Records Act of 1983, § 25-61-1 et seq., Mississippi Code of 1972, as amended, unless a Mississippi Chancery Court issues a protective order prohibiting disclosure of specified documents included in the Proposal.**
- 2.17. Nondiscrimination. By submitting a Proposal, each Respondent agrees that it understands that JMAA is an equal opportunity employer. It is the policy of JMAA to comply with all applicable portions of Title VI of the Civil Rights Act of 1964, as amended; Executive Order 11246, as amended and as supplemented by Department of Labor Regulations (41 CFR Part 60), and 49 CFR Part 21, as amended, which prohibit unlawful discrimination based on race, color, creed, sex, age, national origin, physical



handicap, or disability. The Agreement will require that the Respondent (and all subcontractors) represent and warrant to JMAA that it (and they) will comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, as amended; Executive Order 11246, as amended and as supplemented by Department of Labor Regulations (41 CFR Part 60), and 49 CFR Part 21, as amended, and all other laws, rules and regulations prohibiting discrimination.

- 2.18. DBE Participation. It is the policy of JMAA that Disadvantaged Business Enterprises (“DBEs”) (as such term is defined in 49 CFR Part 26) shall have the maximum opportunity to participate in the performance of the Services. The DBE participation goal established by JMAA for the Services is **25%** of the original contract amount for financial underwriting services, exclusive of any support services provided by DBEs. Each Respondent must make “good faith efforts” (as such term is used in 49 CFR Part 26) to ensure that DBE participation in financial underwriting services is equal to or exceeds JMAA’s **25%** participation goal and shall take all necessary and reasonable steps to ensure that DBEs have the maximum opportunity to compete for and perform a portion of the Services. The participation goal may be attained by, without limitation, use of a partnership with a DBE(s), a joint venture with a DBE(s), and/or subcontracting to a DBE(s) a portion of the Services. Each Respondent must describe its proposed DBE participation plan in its Proposal. JMAA reserves the right to reject any Respondent that does not meet JMAA’s DBE participation goals or fails to demonstrate “good faith efforts” to meet JMAA’s DBE participation goals.

Should the selected Respondent fail to meet JMAA’s **25%** DBE participation goal for the Services in accordance with 49 CFR Part 26.41 and fail to demonstrate “good faith efforts” (as such term is defined in 49 CFR Part 26.53) to meet JMAA’s **25%** DBE participation goal for the Services, such failures shall be grounds for rejection of the Respondent.

- 2.19. Conflicts of Interest and Gratuities. JMAA's current Policy on Conflicts of Interest and Gratuities is available on JMAA's website at <http://www.jmaa.com/wp-content/uploads/2013/01/ConflictsofInterestPolicy.pdf>. Each Respondent must complete, execute and submit the Certification attached to the Policy with its Proposal. Failure to execute and submit the Certification attached to the Policy on Conflicts of Interest and Gratuities will be grounds for rejection of the Respondent's Proposal without review or consideration by JMAA.

- 2.20. Estimated Schedule. The table below contains JMAA's overall projected schedule for this selection process and the completion of this transaction:

<u>Scheduled Item</u>	<u>Scheduled Date</u>
Distribution of Request for Proposals	May 10, 2017
Deadlines for requests for clarifications / questions	June 2, 2017
Final addenda, if any, provided to firms	June 8, 2017
Response deadline	June 23, 2017
Technical evaluation; ranking of firms	Week of June 26, 2017
Oral interviews, if advisable	Week of June 26, 2017
Board approval of underwriting firm(s)	July 24, 2017
Close transaction	Month of August/September

### **3. PART III. SCOPE OF SERVICES**

- 3.1. Scope of Services. The underwriter(s) selected will be expected to work closely with representatives of JMAA and other members of the financing team (JMAA counsel, bond counsel, and financial advisor). The underwriting firm selected will be expected to provide all of the services typically provided by a senior manager on a negotiated sale of airport revenue bonds, including, but not limited to:

- 3.1.1. Assisting in the preparation of documents related to the financing;
- 3.1.2. Developing and implementing a marketing plan to encourage a strong investor response to the issue;
- 3.1.3. Coordinating the sale of the bonds, including ensuring compliance with any federal, state, or local laws or regulations;
- 3.1.4. Assisting in various matters related to the closing of the bond sale, and providing any certificates or other documents that may be required for the closing of the bond issue; and
- 3.1.5. Providing a post-sale report to JMAA; and Completing all services to the satisfaction of JMAA, its staff, financial advisor, JMAA counsel, and bond counsel.

### **4. PART IV. INFORMATION REQUIRED FROM RESPONDENTS**

The response to the RFP shall include the following items to be addressed and information to be provided by firms submitting proposals to serve as an Underwriter for JMAA's refunding bonds, which will assist in this evaluation:

#### 4.1. Qualifications of the Respondent

- 4.1.1. State the name of your firm, address, telephone and fax numbers, and the name and title of the person who will serve as the key contact for your firm with respect to your proposal on behalf of the firm.

State whether you wish to be considered as a book-running senior manager or co-managing underwriter. If your firm is not selected as book-running senior manager, state if you are willing to serve as a co-manager.

- 4.1.2. Please provide a brief introduction of your firm. Describe the businesses in which your firm is engaged and the number of employees and offices your firm has.
- 4.1.3. Describe your firm's commitment to municipal finance. Describe any actions taken to either increase or decrease the size of your municipal finance department in the past 18 months. Provide the number of employees in your municipal finance department and municipal sales underwriting and trading department, as of the date of your proposal.
- 4.1.4. Describe your firm's municipal finance presence in the State of Mississippi. Please provide the number of employees and number of offices in Mississippi that are involved in the municipal finance business.
- 4.1.5. State whether there are any pending investigations or completed investigations within the past five years by the SEC or any other regulatory body regarding the conduct of your firm or the firm's management. In addition, disclose any relationship, contractual or otherwise, that your firm has with any individual, organization or firm that may be a party to JMAA financing.
- 4.1.6. Identify the firm that you would propose to retain as underwriter's counsel and provide an estimate of the fee that firm would charge. JMAA reserves the right to approve any firm employed to serve as underwriter's counsel. Payment of underwriter's counsel will be made from the underwriting spread – expense component.
- 4.1.7. Describe your firm's experience related to airport finance. How many people are devoted to this area? Identify and state the percentage of professional time that each person in your firm devotes to serving airport clients. Please also provide a list of the airports for which your firm has served as an underwriter since January 1, 2012, and specify on the list what role your firm played for each (i.e., senior manager, co-manager or financial advisor).
- 4.1.8. Please provide a tabular summary of your firm's experience as an underwriter on negotiated airport revenue bond financings since January 1, 2012. Using the format shown below, prepare a table of your experience on negotiated general airport revenue bond financings ("GARBs").

Experience as Underwriter on Negotiated  
General Airport Revenue Bond (“GARB”) Financings

<u>Year</u>	<u>Senior Managed Issues</u>		<u>Co-Managed Issues</u>	
	<u>Number of Issues</u>	<u>Total Dollar Amount</u>	<u>Number of Issues</u>	<u>Total Dollar Amount</u>
2012				
2013				
2014				
2015				
2016				
2017				
<b>Totals</b>				

Please provide a list of the financings which are summarized in the table above as an appendix to your proposal.

- 4.1.9. Each Respondent must complete and submit JMAA’s DBE Utilization Plan form as part of its Proposal setting forth the Respondent’s proposed DBE participation. JMAA’s DBE Utilization Plan form is available for download from JMAA’s website at <http://www.jmaa.com/wp-content/uploads/2013/01/dbeutilizationplanjan2009.pdf>. In addition, each Respondent must provide a narrative of specific efforts made or to be made by the Respondent to involve DBEs in the performance of the Services. JMAA reserves the right to verify each Respondent’s compliance with this requirement.

NOTE: Team composition shall remain the same unless the change is submitted and approved by JMAA’s Chief Executive Officer.

4.2. Qualifications of Individuals Assigned to the Engagement

- 4.2.1. Please identify the individual who will be the lead, day-to-day representative of your firm on this financing. Provide a brief description of that person’s experience serving in a similar lead role on other financings for airport clients. Identify other professionals who will also be part of your day-to-day team on this financing.

Explain the roles each would play and provide a brief description of their experience with airport financings.

As an appendix to your proposal, please include brief resumes of each of the persons identified.

- 4.2.2. Please provide three references, preferably from airport clients, for the person identified in the question above as your lead, day-to-day representative on this financing.

#### 4.3. Understanding of Key Financing Issues Related to JMAA

- 4.3.1. Describe what you view as the challenges JMAA may encounter in the process of obtaining ratings for its bonds. What issues would you recommend be addressed, and what points should be emphasized to receive the highest possible ratings for these bonds?

Note: In preparing your response to this question, firms are specifically advised not to contact the rating agencies about JMAA or otherwise discuss JMAA with representatives of the rating agencies. If JMAA learns that any firm has made such contacts or engaged in such discussions, that firm will be subject to disqualification from further consideration in this selection process.

- 4.3.2. Describe any structuring or marketing strategies you would propose, and any other actions you would want JMAA to undertake, to achieve the best possible investor response to JMAA's bond sale. Please provide an indicative pricing scale as of the close of business on Tuesday, June 20<sup>th</sup>, including both Non-AMT spreads to MMD as well as an AMT scale.
- 4.3.3. As noted earlier, JMAA is considering a direct placement as an alternative to a public offering to refund the Series 2007 bonds. Please describe and list reasons why the Airport should pursue a public offering versus a direct placement.

#### 4.4. Fees

- 4.4.1. Please present the fees you would propose to charge if your firm were selected to serve as JMAA's senior managing underwriter on this issue, divided as follows: average takedown, management fee (if any) and underwriter's expenses. In addition, please provide the following information:

- 4.4.1.1. The takedowns you would propose by maturity.

- 4.4.1.2. If you propose a management fee, please present only the amount you would propose to receive as a senior manager.

- 4.4.1.3. Provide a breakdown of the types of expenses on the transaction for which your firm would expect to be reimbursed, and provide an estimate for each (including underwriter's counsel).

For this response, assume a \$10 million, general airport revenue bond refunding issue with principal amortizing in years 2018-2027 that results in level annual debt service. Please also specify if your takedown would be different for AMT bonds versus Non-AMT Bonds.

## **5. PART V. CRITERIA FOR SELECTION**

- 5.1. Proposals will be evaluated by JMAA's Selection Committee, which will determine which underwriter(s) has the ability to best perform the required Services to the satisfaction of JMAA. While some criteria may be ranked differently from others in the selection process, the Proposal that achieves the highest overall ranking will be considered top-ranked by the Selection Committee. The evaluation criteria for Proposals are as follows:

[PAGE INTENTIONALLY LEFT BLANK]

Scoring Criteria for Request for Qualifications (RFP)	Specific Breakdown of Available Points	Points Available by Sub Category	Total Points Available
1. <u>Experience</u> : Direct professional project experience with projects of the same or similar type, scope and complexity.	Years of Experience based on the scope of work	15	<b>25</b>
	Number of similar projects	10	
2. <u>Qualifications</u> : Professional licensure as required by the scope of work.	Licensures and Certifications related to project Scope	10	<b>10</b>
3. <u>Disadvantaged Business, Minority Owned, Woman Owned, and Small Business Enterprises</u>	Quantity - Full points awarded to the highest Quantity of participation, based on the proposed participation measured against the Published Goal. Submissions above the Goal receive full points; all others receive the “percentage of available points” in direct ratio to the highest participation.	12	<b>20</b>
	Quality - Proposed participation as evidenced in element of work identified.	8	
4. <u>Capacity</u> : Exhibited by Proposed Project Plan and Schedule	Proposed plan of work indicating as identified through the proposed conceptual design.	10	<b>20</b>
	Proposed schedule of work in relation to the anticipated timeline for completion as exhibited by the resources and personnel available to complete the work in a timely manner.	10	
5. <u>Organization of Submission</u>	Clarity of submission as exhibited by the Respondents attention to detail throughout the document, statement of proposed work, and presentation of the required elements in a logical and well organized fashion.	10	<b>15</b>
	Submission of all documentation and in the order requested.	5	
6. Proposed Fees	Full points awarded to the lowest fees with all other submissions of Respondents calculated in relation to the lowest proposed fees.	10	<b>10</b>
<b>TOTAL</b>			<b>100</b>

ATTACHMENT A

SERVICE AGREEMENT  
BETWEEN JACKSON MUNICIPAL AIRPORT AUTHORITY  
AND CONTRACTOR

This Service Agreement ("Agreement") is made and entered into by and between Jackson Municipal Airport Authority ("JMAA"), a municipal airport authority organized and existing under the laws of the State of Mississippi, and CONTRACTOR NAME ("Contractor"), licensed to do business in Mississippi.

RECITALS:

- A. JMAA operates the Jackson-Medgar Wiley Evers International Airport, a commercial service airport located in the City of Jackson, Rankin County, Mississippi ("JAN"), and Hawkins Field Airport, a reliever and general aviation airport located in the City of Jackson, Hinds County, Mississippi ("HKS" and, together with JAN, the "Airports").
- B. JMAA has the need for GENERAL DESCRIPTION OF SCOPE OF WORK ("Services") (as further described in this Agreement, the "Services").
- C. JMAA desires to engage Contractor to perform the Services, and Contractor desires to perform the Services for JMAA, on the terms and conditions set forth in this Agreement.

AGREEMENT:

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

- 1. Services. Contractor shall SCOPE OF WORK (Services) to include the following:
- 2. Compensation and Payments
  - 2.1. Fees and Expenses. JMAA shall pay Contractor a fee of \$\_\_\_\_\_.

(THE TERMS FOR PAYMENT OF FEES AND EXPENSES WILL BE DETERMINED FOLLOWING SELECTION OF CONTRACTOR, BASED ON PROPOSAL SUBMITTED.)

- 2.2. Invoices. Contractor's invoices for the Services shall be in such form as JMAA may reasonably request and shall include, together with any other appropriate information, the following:



- 2.2.1. JMAA's Contract Number; the amount requested under the invoice, specifying in detail the fees and Reimbursable Expenses requested by Contractor.
  - 2.2.2. A brief summary of the Services to which the fees and Reimbursable Expenses relate.
  - 2.2.3. Supporting invoices and actual receipts for all Reimbursable Expenses.
  - 2.2.4. Invoices must be supported by a complete, executed JMAA Project/Contract Reporting Form, attached as Attachment 1 to this Agreement.
- 2.3. Payment Not Acceptance of Defective Work. No payment to the Contractor, including final payment, shall be construed as acceptance by JMAA of defective or incomplete Services, or as a waiver of any claims arising out of defective or incomplete Services, and Contractor shall remain responsible and liable for performance of the Services in strict compliance with this Agreement.
- 2.4. Acceptance of Payment Constitutes Waiver. Acceptance by Contractor of any payment from or on behalf of JMAA shall constitute a waiver and release of any claim that Contractor may have against JMAA arising out of or relating to Services covered by the payment. Acceptance of final payment by Contractor for the Services shall constitute a waiver and general release to JMAA of all claims that Contractor may have against JMAA arising out of or relating to the Services.
- 2.5. Withholding of Payment. JMAA reserves the right to withhold payment of any amount to Contractor for Services which JMAA determines to be deficient or to protect JMAA from any potential loss or damage from Contractor's failure to comply with the terms of this Agreement.
- 2.6. Late Payment. Any payment not made by JMAA within forty-five (45) days of receipt of a proper invoice from Contractor for fees and expenses due and owing shall bear interest at the rate and in the manner prescribed in MISS. CODE ANN. § 31-7-305. Provided, no payment properly withheld by JMAA under Paragraph 2.6 shall bear interest.
3. Effective Date and Term. This Agreement shall be effective by and between the parties from and after the last date of execution of this Agreement by Contractor and JMAA. Contractor shall commence performance of the Services immediately upon receipt of an executed Agreement and shall thereafter faithfully, diligently and completely perform the Services in accordance with the terms of this Agreement no later than **NUMBER** consecutive calendar days.
4. Representations and Warranties.
  - 4.1. Representations and Warranties of Contractor. Contractor represents and warrants to JMAA as follows:

- 4.1.1. Contractor is TYPE OF ORGANIZATION, duly organized, validly existing and with full power and authority to enter into this Agreement and to perform each of its obligations hereunder including, without limitation, the Services.
- 4.1.2. Contractor is knowledgeable of all federal and state laws, codes, rules, regulations and orders applicable to the Services to be provided hereunder, and all Services performed or work produced by Contractor shall comply with all such laws, codes, rules, regulations and orders.
- 4.1.3. Contractor is experienced and fully qualified to perform the Services set forth or otherwise contemplated by this Agreement, and Contractor is properly licensed in accordance with all applicable laws, codes, rules and regulations to perform such Services.
- 4.1.4. Contractor shall timely obtain and pay for all licenses and permits necessary for operations at JAN, including but not limited to a City of Jackson Mississippi Business Privilege License and registration with the Mississippi Secretary of State.
- 4.1.5. Contractor represents that it has or will obtain prior to performance of the Services the full rights under applicable federal, state and local laws, including patent and copyright laws, to provide all the Services covered under this Agreement, including without limitation, the necessary rights to all products of the Services.
- 4.1.6. Contractor agrees and affirms that JMAA shall have the sole right to and ownership of all products of the Services provided or produced by Contractor under this Agreement. Subject to the foregoing, all materials and information provided by or on behalf of JMAA to Contractor in connection with this Agreement shall be and remain the property of JMAA and shall be returned to JMAA at the completion of the Services, at the expense of the Contractor.

#### 4.2. Representations and Warranties of JMAA.

- 4.2.1. JMAA is a municipal airport authority duly organized by the City of Jackson, Mississippi, and validly existing under the Mississippi Airport Authorities Law, MISS. CODE ANN. § 61-3-1 et seq.
- 4.2.2. JMAA has full power and authority to undertake its obligations under this Agreement.
- 4.2.3. JMAA shall timely provide or cause to be provided to Contractor all materials or information within its possession or control relating to the Services and required to be provided to Contractor under this Agreement or reasonably necessary for Contractor to complete the Services.

- 4.2.4. JMAA shall timely pay Contractor for all Services performed and provided in accordance with the terms of this Agreement for which Contractor has submitted an invoice to JMAA in accordance with Paragraph 2.2.
5. Assignment. Notwithstanding any other provision of this Agreement, Contractor shall not assign this Agreement, in whole or in part, to any other person or entity, without the prior written consent of JMAA. For the purposes of this Paragraph, "assignment" shall include a change in the beneficial ownership or management of Contractor.
6. Amendments. Contractor shall perform the Services in strict accordance with the requirements of this Agreement. Contractor shall not make changes in the Services without the written consent of JMAA, which consent shall be obtained prior to performing or utilizing such deviations. Any deviations not properly approved and authorized shall be considered defective.
7. Gratuities and Compensation from Contractor. Contractor shall not, under any circumstances, offer or agree to offer any gift or gratuity, regardless of value, to any Commissioner, employee or representative of JMAA.
8. Nondiscrimination.
- 8.1. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.
- 8.1.1. This provision binds the Contractor and subtier Contractors from solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
- 8.2. During the performance of the Agreement, the Contractor, for itself, its assignees, and successors in interest agrees as follows:
- 8.2.1. Compliance with Regulations. The Contractor shall comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract
- 8.2.2. Nondiscrimination. The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Sub-Contractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- 8.2.3. Solicitations for Sub-Contractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a Sub-Contractor, including procurements of materials, or leases of equipment, each potential Sub-Contractor supplier will be notified by Contractor of Contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 8.2.4. Information and Reports. The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by JMAA or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to JMAA or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 8.2.5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of this Agreement, JMAA will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
- 8.2.5.1. Withholding payments to the Contractor under the Agreement until Contractor complies, and/or
  - 8.2.5.2. Cancelling, terminating, or suspending this Agreement, in whole or in part.
- 8.2.6. Incorporation of Provisions. The Contractor will include the provisions of subparagraphs one through six (16.2.1 through 16.2.6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as JMAA or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that the Contractor becomes involved in, or is threatened with, litigation with a Sub-Contractor, or supplier because of such direction, the Contractor may request JMAA to enter into such litigation to protect the interests of JMAA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- 8.3. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 8.3.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 8.3.2. 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- 8.3.3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 8.3.4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 8.3.5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- 8.3.6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 8.3.7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- 8.3.8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- 8.3.9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 8.3.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

8.3.11. Executive Order 13166, Improving Access to Work for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

8.3.12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

9. Fair Labor Standards Act. This Agreement and all subcontracts incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (“FLSA”), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

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

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

11. Indemnification. Contractor shall indemnify, defend, hold harmless, protect and exonerate JMAA, its Board of Commissioners (individually and collectively), officers, agents and representatives-from any and all liabilities, damages, losses, suits, actions, demands, arbitrations, administrative proceedings, awards, judgments, expenses, actual attorneys' fees and costs arising from or out of the negligence or willful misconduct of Contractor.

12. Insurance. Contractor shall maintain, at its own expense, insurance in accordance with the following throughout the term of this Agreement:

12.1. Professional liability insurance in an amount of \$XXX per claim;

12.2. Commercial General Liability Insurance in an amount of \$XXX per occurrence and \$XXX aggregate, including coverage for blanket contractual liability, broad form property damage, personal and bodily injury, and products/completed operations; and

- 12.3. If any vehicles will be operated at or as part of the Services, Comprehensive automobile liability insurance, including hired and non-owned vehicles, with a combined single limit of not less than \$XXX, covering bodily injury and property damage.
- 12.4. Workers' Compensation Insurance in such amounts as may be required pursuant to the Mississippi Workers' Compensation Act and Employers Liability Insurance with limits of \$XXX each disease, disease aggregate and each accident.
- 12.5. All insurance policies required pursuant to this section shall be issued by a solvent insurance company or companies admitted or licensed to write such insurance in Mississippi; shall name JMAA as an additional insured; and shall contain a waiver of subrogation in favor of JMAA.
- 12.6. Contractor shall be responsible for all deductibles and for any inadequacy or absence of coverage. Contractor shall bear all costs and losses attributable to such deductibles and to coverage limitations. Contractor shall have no claim or recourse against JMAA for any costs or loss attributable to such deductibles or to coverage limitations, exclusions or unavailability.
- 12.7. At JMAA's request, Contractor shall provide JMAA evidence of all insurance required under this Agreement.

### 13. Termination.

- 13.1. Termination by JMAA. JMAA may, by written thirty (30) day notice to Contractor, terminate this Agreement in whole or in part at any time, for the convenience of JMAA.
- 13.2. Termination by Contractor. Contractor may terminate this Agreement at any time upon not less than thirty (30) days prior written notice to JMAA.

14. Compensation Upon Termination. In the event JMAA terminates this Agreement or the Services to be provided under this Agreement, JMAA shall compensate Contractor for all Services provided and Reimbursable Expenses incurred prior to the date of termination, and all advance compensation paid to Contractor shall be deemed earned as of the date of termination. In the event of termination by Contractor, JMAA shall pay Contractor for all Services provided to the date of termination less the reasonable additional costs of completing the services incurred by JMAA, which JMAA would not have incurred but for the termination by Contractor.

15. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and may be personally served, delivered via facsimile or sent by overnight courier or United States mail and shall be deemed to have been given when delivered in person or received by facsimile or one (1) business day after delivery to the

office of such overnight courier service or three (3) business days after depositing the notice in the United States mail with postage prepaid and properly addressed to the other party as follows:

To JMAA: Jackson Municipal Airport Authority  
100 International Drive, Suite 300  
PO Box 98109  
Jackson, Mississippi 39298-8109  
Telephone: (601) 939-5631  
Facsimile: (601) 939-3713  
Email: [cnewman@jmaa.com](mailto:cnewman@jmaa.com)  
  
Attention: Carl D. Newman, A.A.E.  
Chief Executive Officer

To Contractor: Contractor Name  
Contractor Address  
Contractor City, State Zip  
Telephone:  
Facsimile:  
Email:  
  
Attention: Name  
Title

or to such other address as the party being given such notice shall from time to time designate to the other by notice given in accordance herewith.

#### 16. General Provisions.

- 16.1. Independent Contractor. Contractor shall at all times be regarded as an independent contractor and shall at no time act as the employee or agent of JMAA. Nothing contained in this Agreement shall be deemed or construed by JMAA, Contractor or any third party as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between JMAA and Contractor.
- 16.2. Licenses and Permits. Contractor shall timely obtain and pay for all licenses and permits necessary for operations at JAN, including but not limited to a City of Jackson Mississippi Business Privilege License and registration with the Mississippi Secretary of State.
- 16.3. Headings. The headings contained in this Agreement are provided for convenience of reference only and shall not be construed as defining, limiting, extending or describing the scope of this Agreement, any section hereof or the intent of any provision hereof.



- 16.4. Waiver. No delay or omission by either party in exercising any right, power or remedy under this Agreement or otherwise afforded by contract, at law, in equity or by statute, shall constitute an acquiescence thereof or impair any other right, power or remedy hereunder or otherwise afforded by contract, at law, in equity or by statute, or operate as a waiver of such right, power or remedy. No waiver by JMAA or Contractor of any default by Contractor or JMAA, as applicable, under this agreement shall operate as a waiver of any other default or the same default on a future occasion.
- 16.5. Entire Agreement. This Agreement contains the entire agreement between JMAA and Contractor relating to the subject matter hereof and supersedes all oral statements and prior writings with respect to the subject matter hereof and may be altered, amended or modified only by a written document executed by JMAA and Contractor
- 16.6. Force Majure. Neither JMAA nor Contractor shall be deemed in violation of this Agreement if prevented from performing any of their respective obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, riots, rebellion, sabotage or any other similar circumstances of force majeure for which JMAA or Contractor is not responsible and which are not within JMAA's or Contractor's control.
- 16.7. Governing Law Jurisdiction. This Agreement and the rights and obligations of JMAA and Contractor hereunder shall be governed by and construed in accordance with the laws of the State of Mississippi, without regard to the principles of conflict of law.
- 16.8. Attorneys' Fees. If any action shall be brought on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Agreement, the prevailing party shall be entitled to recover, as part of its costs, its actual and reasonable attorneys' fees.

[SIGNATURE PAGE TO FOLLOW]

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

JACKSON MUNICIPAL AIRPORT AUTHORITY

Date \_\_\_\_\_  
Carl D. Newman, A.A.E.  
Chief Executive Officer

COMPANY NAME

Date \_\_\_\_\_  
NAME  
TITLE

## ATTACHMENT 1

Jackson Municipal Airport Authority							
Project/Contract Reporting Form				* This Information Is Subject to Audit			
Prime Contractor:		Project/Contract Description:					
Current Contract Amount:		Contract/Project No.		Total DBE Goal: _____		Notice to Proceed Date: _____	
Invoice Period:		Amount Billed to Invoice #		Amount of Invoice		Date	
Subcontractor(s)	Subcontractor's Current Contract Amount	Services Performed	Is Sub A State of Mississippi Approved DBE?	Billing Amount this Invoice	Amount Billed to Date	Subcontractor's Percentage of Work Billed for this Period	Subcontractor's Percentage of Work Billed to Date
<b>VERIFICATION</b> I have reviewed the above information and it is correct or has been marked to indicate appropriate corrections.							
Certified by: Print Name and Sign Name _____				Title _____			