



## Invitation for Bid

### 24-Month Supply of Asphaltic Paving Materials

Infrastructure Management Division, Department of Public Works

City of Jackson, Mississippi

IFB # 74505-100124

<b>IFB SUMMARY:</b> The City of Jackson's Infrastructure Management Division in the Department of Public Works is seeking a 24-month contract with an asphaltic materials supplier for street paving.	
<b>NIGP CODE:</b>	74505
<b>IFB ISSUE DATE</b>	September 05, 2024
<b>PROPOSAL DUE DATE</b>	Bids will be accepted by the City of Jackson until 3:30 PM CT on October 01, 2024. Bids submitted after the deadline will <b>NOT</b> be considered.
<b>PROPOSAL SUBMISSION PROCESS</b>	<p>You may submit your bids electronically through Central Bidding or in hardcopy form.</p> <p>For <u>electronic submissions</u>, bids may be submitted via Central Bidding: <a href="https://www.centralauctionhouse.com/IFBc10376-city-of-jackson.html">https://www.centralauctionhouse.com/IFBc10376-city-of-jackson.html</a>. Electronic submissions shall be the complete original (non-redacted) version of the bid including all attachments in a searchable format, preferably in Microsoft Word® or Portable Document Format (PDF®) and labeled accordingly.</p> <p>For <u>hardcopies</u>, bids shall be submitted in a sealed envelope or box. The exterior of the sealed envelope or box shall be clearly</p>

	<p>labeled "24-Month Supply of Asphaltic Paving Materials (Bid #74505-100124) to be opened October 01, 2024, at 3:30 PM Central Daylight Time" and include the bidder's business name. As required in <a href="#">MS Code § 31-3-21</a>, all bids submitted for public or private projects where the bid is in excess of Fifty Thousand Dollars (\$50,000.00) shall contain on the outside or exterior of the envelope or container of such bid the contractor's current certificate of responsibility number.</p> <p>Please submit your signed bid:</p> <ol style="list-style-type: none"> <li>1. By <u>mail</u> to Jackson City Clerk's Office: P. O. Box 17, Jackson, MS 39205</li> <li>-OR-</li> <li>2. By hand <u>delivery</u> to Jackson Municipal Clerk's Office/City Hall located at 219 South President Street, Jackson, MS 39201, (601) 960-1035.</li> </ol> <p><b>For additional instructions and details on the proposal submission process, consult Section 2.2 ("Submission Process") of the IFB.</b></p>
<b>DEADLINE FOR QUESTIONS</b>	<p>The deadline for questions is September 18 at 2:00PM CT. Questions and/or inquiries must be submitted in writing to James Caldwell (601-960-1181).</p> <p>The answers to all questions submitted by offerors will be made publicly available at 2:00PM CT on September 25, 2024, on <a href="https://www.jacksonms.gov/bid-opportunities/">https://www.jacksonms.gov/bid-opportunities/</a> located on the City of Jackson Website.</p>
<b>IFB WEBSITE</b>	<p>Electronic copies of the IFB may be found at one of the following websites online:</p> <ol style="list-style-type: none"> <li>1. City of Jackson: <a href="https://www.jacksonms.gov/bid-opportunities">https://www.jacksonms.gov/bid-opportunities</a></li> <li>2. State of Mississippi: <a href="https://www.ms.gov/dfa/contract_bid_search/Bid">https://www.ms.gov/dfa/contract_bid_search/Bid</a></li> </ol> <p>If necessary, the bid package with specifications can also be secured from the Purchasing Division located at: Warren Hood Building, 200 S. President St., Room 604, Jackson, MS 39201, (601) 960-1025.</p>

<b>OFFICIAL IFB CONTACT</b>	<p>For additional information regarding specifications, contact:</p> <p>James Caldwell Infrastructure Manager Infrastructure Management Division Department of Public Works 200 S. President St. <a href="mailto:jcaldwell@city.jackson.ms.us">jcaldwell@city.jackson.ms.us</a> 601-960-1181</p> <p>For additional questions on the IFB submission process or to request access to the digital bid templates, please contact:</p> <p>The Purchasing Division Department of Finance &amp; Administration Warren Hood Building 200 S. President St., Room 604 Jackson, MS 39201 (601) 960-1025</p>
<b>EQUAL BUSINESS OPPORTUNITY (EBO) DISCLOSURE AND REQUIREMENTS</b>	<p>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) Policy.</p> <p>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.</p> <p>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.</p> <p>For more information on the City of Jackson's EBO Program, please contact the Office of Economic Development at 960-1055. Copies of the EBO Executive Order, EBO Plan Application, EBO Program, the MBE/FBE Directory and the MBE/FBE Certification Affidavit are available can be found online at:</p>

	<p><a href="https://www.jacksonms.gov/business-development/ebo-plan-application/">https://www.jacksonms.gov/business-development/ebo-plan-application/</a></p> <p>Copies of the EBO Executive Order and a copy of the EBO Program are also available through the Office of Economic Development:</p> <p>Equal Business Opportunity Division  200 South President Street  Second Floor, Suite 223  Jackson, MS 39201  (601) 960-1055</p>
<b>PROHIBITION AGAINST DISCRIMINATION</b>	<p>The City of Jackson hereby notifies all bidders that in compliance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d to 2000d-4, that all bidders will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex, in consideration for an award.</p>

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# 1. Scope of Work and Requirements

## 1.1. Detailed Description of Materials

The City of Jackson's Infrastructure Management Division in the Department of Public Works is seeking a 24-month contract with an asphaltic materials supplier for paving city streets. The following table details the materials being requested under this term bid and the estimated quantities to be purchased throughout the term of the contract. All materials provided to the City of Jackson must comply with the [Mississippi Department of Transportation's Standard Specifications for Road and Bridge Construction](#).

Please also carefully review *Section 4.7.13.3 Material Adjustment* to understand how the City of Jackson will consider adjustments to accommodate for the fluctuation in prices for petroleum-based products.

The amount ordered may be over or below the estimated usage stated below. This Invitation for Bid (IFB) does not in any way guarantee an amount to be ordered. A Purchase Order (PO) will be issued for the materials required by the using Department.

Table A		
Item	Description	Estimated Usage
1	Asphaltic Black Base Course	1,000 tons
2	Asphaltic Binder Course	100 tons
3	Asphaltic Wearing Course, Type "C", Mix A	25,000 tons
4	Asphaltic Cold Mix Material (Gravel & Sand)	200 tons
5	Asphalt Emulsion (SS#1 Tack)	10,000 gallons
6	Plant Mix Bituminous Base Course (BB-1)	1,000 tons
7	Hot Bituminous Pavement, Binder Course (BC-1)	1,000 tons
8	Hot Bituminous Pavement, Surface Course (SC-1)	2,000 tons
9	Cationic Emulsified Asphalt, Grade CRS-2	20,000 gallons
10	Asphaltic Sealer (Rubber Joint Sealer)	30,000 lbs.

## 1.2. Award Terms

<b>Contract Duration:</b>	Start Date: November 01, 2024 End Date: October 31, 2026
<b>Contract Terms:</b>	24-months
<b>Contract Type:</b>	Fixed-Term

## 1.3. General Requirements

### 1.3.1. Seller Qualifications

The winning vendor is responsible for ensuring that it can provide the necessary materials to the City of Jackson as requested in Table A located in *Section 1.1 Detailed Description of Materials*. Furthermore, the winning vendor must be able to provide materials that meet the required material specifications laid out in the [Mississippi Department of Transportation's Standard Specifications for Road and Bridge Construction](#).

### 1.3.2. Pick-Up Requirements

Items should be picked up from the plant location in such quantities and at such times as may be needed during the 24 months as stated in the award terms. In addition, the Vendor shall allow Saturday pick-ups upon two (2) days' notice.

## 2. Submission Instructions

### 2.1. Format

- I. You are required to **send one (1) original and six (6) copies** of all information being submitted. You are also required to sign your documents. This includes your bid form, completed EBO application, and any information you submit with your bid (research data sheets, booklets, pamphlets, etc.), or your bid may be considered non-responsive. Your bottom-line bid price must be submitted on the form provided by the city in *Section 5.1 Proposal Form* unless otherwise instructed. If more than one complete bid is submitted per a delivery envelope, it will not be accepted as an official bid.
- II. *Section 5.1 Proposal Form* and *Section 5.2 Proposer Contact Information* must be returned if you submit a bid and any required/mandatory documents (example: bids having more than one bid section, parts, pages, or a checklist) unless otherwise instructed.
- III. The instruction and specification sections should not be returned with your bid proposal forms. They are yours to keep.
- IV. 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 initiated in ink by the person signing the bid.
- V. The unit price will always govern in determining the extended price or the total price. Therefore, please review your prices carefully before submitting your bid. No bid shall be altered or amended after the specified time for bid opening or once delivered.
- VI. The manufacturer's name and model must be stated when required for each item. Any item without this information may not be considered.
- VII. Do not submit prices for more than one product, or the same product per item. This means only one product, one size, and price per bid form as specified in the package.
- VIII. Alternate bids are not acceptable unless submitted in a separate sealed routing envelope, and in no way concealed in a delivery envelope. Alternate bids may be submitted but will not necessarily be accepted 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 bids submitted must be on the bid proposal forms (*Section 5.1 Proposal Form* and *Section 5.2 Proposer Contact Information*) furnished by the city or copies thereof. Otherwise, it will not be considered.

- IX. Any bid received with limiting or conditional requirements will automatically be deemed non-responsive (example: all or none; all items must be ordered at the same time, specified amount to be ordered, no notation or other packaging pricing below the submitted price).
- X. Facsimile-transmitted proposals or other documents are not acceptable.
- XI. All one-time awards must be valid for a minimum of 90 days from the bid opening date. All term bids must be valid for the duration of the terms defined in the proposal for each bid. Vendors may not withdraw a bid prior to the end of 90 days, or the stated terms of said bid. Vendors who do not comply with this requirement shall be considered non-responsive.

## **2.2 Bid Submission Instructions**

Vendors responding to this IFB shall submit their bids in either physical hardcopy or electronic form. **All bids (both electronic and physical hard copies) MUST be received no later than 3:30 PM Central Daylight Time, on October 01, 2024.** Bids submitted after the deadline will **NOT** be considered.

### **Electronic Submission:**

If submitting an electronic copy, submit your documents through Central Bidding at the following site: <https://www.centraauctionhouse.com/IFBc10376-city-of-jackson.html>. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814 or 833-412-5717 (toll free).

Electronic submissions shall be the complete original (non-redacted) version of the bid including all attachments in a searchable format, preferably in Microsoft Word® or Portable Document Format (PDF®) labeled accordingly.

If the bid contains confidential or trade information, one (1) additional confidential or trade electronic copy of the complete bid, including all attachments shall be submitted in a searchable format, preferably in Microsoft Word® or Portable Document Format (PDF), shall be labeled CONFIDENTIAL, and shall redact the confidential or trade information only.

### **Hardcopy Submission:**

All physical hard copies shall be submitted following the instructions below. Please submit your signed bid:

- a. **If by hand delivery:**  
City of Jackson  
Office of the Municipal Clerk  
219 South President St.  
Jackson, Mississippi 39201
- b. **If by mail:**  
City of Jackson

Office of the Municipal Clerk  
P.O. Box 17  
Jackson, Mississippi 39205-0017

### **3. Selection Criteria**

- I. Bid openings will be conducted and open to the public. However, note, they will serve only for the opening, and reading of the price in no way determines an award.
- II. The award will be made to the lowest price bid that meets all minimum requirements of the Invitation for Bid.

### **4. Terms and Conditions**

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

#### **4.1. Disclaimer**

The City and its advisors have, to the best of their knowledge, represented information and data that are current and applicable to this IFB. The City is providing the information contained herein as a courtesy to the Offerors. The City and its advisors neither guarantee nor warranty that the information contained in this IFB or referenced documents is accurate and complete. The City and its advisors are not and will not be liable for omissions or errors contained in this IFB. It is the Service Offeror's responsibility to use this information and verify the same during the proposal, negotiation, and contract implementation periods through its own due diligence.

#### **4.2. Confidentiality**

The contents of responses/bids to this IFB shall not be discussed or shared outside the submittal process with any other Offerors and/or potential Offerors regarding the services to be offered or fees associated with the operation or implementation of the services described in this IFB. Any violation of this Section shall result in the immediate disqualification of the offending Offeror's proposal.

#### **4.3. Proposal Guidelines and Instructions**

##### **4.3.1. Errors in Bids**

The City will not be liable for any errors in Bids. Bids may be rejected as unresponsive if they are incomplete, are missing pages or information, or cannot be opened for any reason. The City may waive minor irregularities and request Offeror(s) cure such irregularity, but such waiver will not modify any remaining IFB requirements. A minor irregularity means that the defect is immaterial or inconsequential as to price, quantity, quality, or delivery when contrasted with the total costs or scope of the services being provided.

##### **4.3.2. Bid Withdrawal Procedure**

Bids may be withdrawn up until the Submission Date. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period

of ninety (90) days to provide the services set forth in the bids or until one of the bids has been accepted and an agreement has been executed between the City and the successful Offeror.

#### **4.3.3. Proposer Certifications**

By submitting a Bid, each Offeror certifies under penalty of perjury that:

- a. Its submission is not the result of collusion or any other activity that would tend to influence the selection process directly or indirectly; and
- b. The Offeror is able or will be able to comply with all requirements of this solicitation at the time of contract award; and
- c. Offeror certifies all statements in the response are true; and
- d. Neither Offeror, its employees, nor any affiliated firm providing the requested goods and services has any actual or potential conflict of interest with any City officers or employees relating to this solicitation.

#### **4.3.4. Estimated Quantities**

If the solicitation results in an indefinite quantity, the goods and services requested by the City may be less than the maximum value of the Agreement and there is no guarantee, either expressed or implied, as to the actual quantity of goods and services that will be authorized under the Agreement.

#### **4.3.5. No Commitment**

Neither the submission of a Bid nor the City's receipt of Bid materials confers any right to the Offeror nor any obligation on the City. This IFB does not commit the City to award a contract, nor will the City defray any costs incurred in preparing Bids or participating in any presentations or negotiations.

#### **4.3.6. Reservation of the Rights of the City**

The award of this project is subject to the availability of funding. The City reserves the right to request clarification of information submitted and to request additional information from one (1) or more Offerors. The City of Jackson reserves the right to reject all Bids where the Offeror takes exception to the terms and conditions of the IFB and/or fails to meet the terms and conditions and/or in any way attempts to limit the rights of the City of Jackson in any required contractual term(s) and provision(s) set forth in this IFB.

The City of Jackson reserves the right to amend the contents of this IFB by Addendum as it deems necessary. It is the responding Service Provider's/Offeror's sole responsibility to monitor the City of Jackson's website for amendments to this IFB to ensure that their response is pursuant to the amended IFB, if applicable.

The City reserves the right to negotiate the Contract for the project with the next most qualified Offeror if the first choice does not agree to the terms of

a Contract after submission of the Contract to the Service Provider. The City reserves the right to negotiate all elements of work that comprise the selected proposal.

The City reserves the right, after opening the Bids, or at any other point during the selection process, to reject any or all Bids, modify or postpone the proposed project, evaluate any alternatives offered, or accept the proposal that, in the City's sole judgment, is in its best interests.

The City reserves the right to terminate the Contract if the selected Offeror fails to begin to perform the work described herein within ten (10) days after the City gives the selected Offeror a written notice to proceed.

**4.3.7. Selection**

At any time in the evaluation process, the City may request clarifications from Offerors.

**4.3.8. Determination of Responsiveness**

A responsive proposal conforms to the instructions set forth in this solicitation and any modifications to it. Non-responsive proposals will be rejected. The City, in its sole discretion, may waive nonconsequential deviations if the deviations cannot have provided an advantage over other Offerors.

**4.3.9. Determination of Responsibility**

The City will make a determination of the responsibility of any Offeror under consideration for award, taking into consideration matters such as the Offeror's compliance with public policy and laws, past performance, fiscal responsibility, financial and technical resources, capacity, and experience to satisfactorily carry out its responsibilities. The City will notify any Offeror in writing what was found non-responsive and allow the finding to be contested.

**4.4. Contract Award**

**4.4.1. Contract Negotiations**

Once a decision has been made to award a contract to one or more Offerors, the City will post a Notice of Intent to Award. Contract negotiations are neither an offer nor an implicit guarantee that a contract will be executed. The award, if made, will be to the responsive, responsible Offeror offering the overall best value to the City for the services and goods described in this solicitation, or as applicable, for a specific portion of the services and goods described.

**4.4.2. Work is Not Authorized Until Bid is Accepted**

After the bid has been accepted by the City Council, the City will notify the Offeror and performance may proceed. Prior to the acceptance of the bid, no City employee may order materials. Any materials provided prior to that time may be uncompensated.

#### **4.5. Protests**

Protests that do not comply with the protest procedures outlined below will be rejected.

##### **4.5.1. Protest Format, Eligibility and Address**

- a. Protests or objections may be filed regarding the contract award.
- b. The City will only review protests submitted by an interested party, defined as an actual or prospective offeror whose direct economic interest could be affected by the City's conduct of the solicitation.
- c. Submit protests to the City via email to James Caldwell, Infrastructure Manager, Public Works at [jcaldwell@city.jackson.ms.us](mailto:jcaldwell@city.jackson.ms.us).
- d. Issues related to the protest will be reviewed by the City Legal Department.

##### **4.5.2. Protest Deadlines**

Submit protests within 10 days of the acceptance of the bid. The date of filing is the date the City receives the protest unless received after 5 p.m. CST, or on any day other than a Business Day, in which case, the date of filing will be the next Business Day.

**FAILURE TO FILE BY THE RELEVANT DEADLINE CONSTITUTES A WAIVER OF ANY PROTEST ON THOSE GROUNDS. SUPPLEMENTAL MATERIALS FILED AFTER THE RELEVANT DEADLINE SHALL BE REJECTED BY THE CITY.**

##### **4.5.3. Protest Contents**

The letter of protest must include all the following elements:

- a. Detailed grounds for the protest, fully supported with technical data, test results, documentary evidence, names of witnesses, and other pertinent information related to the subject being protested; and
- b. The law, rule, regulation, ordinance, provision, or policy upon which the protest is based, with an explanation of the violation.

##### **4.5.4. Reply to Protest**

The City will send a written response to the protesting party and to any other party named in the protest within a reasonable time.

##### **4.5.5. No Stay of Procurement Action During Protest**

Nothing in these protest requirements will prevent the City from proceeding with negotiations or awarding a purchase order or contract while a protest is pending.

## **4.6. Public Records**

### **4.6.1. General**

- a. All bids, protests, and information submitted in response to this solicitation will become the property of the City and will be considered public records. As such, they may be subject to public review.
- b. Any contract arising from this IFB will be a public record.
- c. Submission of any materials in response to this IFB constitutes:
  - i. Consent to the City's release of such materials under the Public Records Act without notice to the person or entity submitting the materials; and
  - ii. Waiver of all claims against the City and/or its officers, agents, or employees that the City has violated an Offeror's right to privacy, disclosed trade secrets, or caused any damage by allowing the bid or materials to be inspected; and
  - iii. Agreement to indemnify and hold harmless the City for release of such information under the Public Records Act; and
  - iv. Acknowledgement that the City will not assert any privileges that may exist on behalf of the person or entity submitting the materials.

### **4.6.2. Confidential Information**

- a. The City is not seeking proprietary information and will not assert any privileges that may exist on behalf of the Offeror. Offerors are responsible for asserting any applicable privileges or reasons why a document should not be produced in response to a public record request.
- b. If submitting information protected from disclosure as a trade secret or any other basis, identify each page of such material subject to protection as "CONFIDENTIAL." If the requested material has been designated as confidential, the City will attempt to inform the Offeror of the public records request in a timely manner to permit assertion of any applicable privileges.
- c. Failure to seek a court order protecting information from disclosure within ten days of the City's notice of a request to the Offeror will be deemed agreement to disclosure of the information and the Offeror agrees to indemnify and hold the City harmless for release of such information.
- d. Requests to treat an entire bid as confidential will be rejected. Any such request will be deemed an agreement to the City for disclosure of the entire bid. In such an event, the Offeror agrees to indemnify and hold the City harmless for release of any information requested.
- e. Trade secrets will only be considered confidential if claimed to be a trade secret when submitted to the City, marked as confidential, and compliant with state and federal rules and regulations.

## **4.7. Special Provisions**

### **4.7.1. OSHA Compliance**

The Offeror agrees to comply with conditions of the Federal Occupational Safety and Health Acts of 1970 (OSHA), as may be amended, and the standards and regulations issued thereunder and certifies that all services

under this Contract will conform to and comply with said standards and regulations. The Contractor further agrees to indemnify and hold harmless the purchaser from all damages assessed against the City because of the Contractor's failure to comply with the acts and standards there under and for the failure of the services furnished under this Contract to so comply.

**4.7.2. Mississippi Employment Protection Act**

Service Provider shall comply with the provisions of the Mississippi Employment Protection Act, Miss. Code § 71-11-3 (1972, as amended) in the hiring of personnel.

**4.7.3. Audit**

The Service Provider shall maintain full and complete accounting records, prepared in accordance with generally accepted accounting principles, reflecting the Service Provider's work on this Contract. The City may require an audit of such books and records at any reasonable time. Such audit will be conducted by City staff or by a certified public accounting firm with experience in auditing public service companies selected by the City.

Upon request, the Service Provider shall permit the City to inspect and audit all pertinent books and records of the Service Provider, any subcontractor, or any other person or entity that performed work in connection with or related to this Contract, at all times deemed necessary by the City, including up to six years after the final payment or release of withheld amounts has been made under this Contract. Such inspection and audit shall occur in the City of Jackson or other such reasonable location as the City selects. The Service Provider shall supply the City with, or shall permit the City to make, a copy of any books and records and any portion thereof. The Service Provider shall ensure that such inspection, audit, and copying right of the City is a condition of any subcontract, agreement, or other arrangement under which any other person or entity is permitted to perform work under this Contract.

**4.7.4. Contract Rights**

The parties reserve the right to amend this Contract from time to time by mutual agreement in writing. Rights under this Contract are cumulative and in addition to rights existing at common law. Payment by the City and performance by the Service Provider do not waive their contract rights.

Failure by either party on any occasion to exercise a contract right shall not forfeit or waive the right to exercise the right on another occasion. The use of one remedy does not exclude or waive the right to use another.

**4.7.5. Interpretation**

This Contract shall be interpreted as a whole and to carry out its purposes. This Contract is an integrated document and contains all the promises of

the parties; no earlier oral understandings modify its provisions. No oral promises, oral obligations, or oral agreements whatsoever, made at any time, shall become a part of this Contract.

**4.7.6. Law and Venue**

The laws of the State of Mississippi and Ordinances of the City shall govern the validity, construction, and effect of this Contract. The venue for any claims, litigation, or causes of action between the parties shall be in a court of appropriate jurisdiction of the State of Mississippi for the First Judicial District of Hinds County.

**4.7.7. Notices**

All official notices or approvals shall be in writing. Unless otherwise directed, notices shall be delivered by messenger or by certified or registered mail (return receipt requested) to the parties at the following respective addresses (Service Provider, please provide the City with a designated contact person):

City of Jackson  
Attn: Mayor  
219 South President Street  
Jackson, Mississippi 39201  
Phone: (601) 960-1084

Also:  
Public Works  
Attn: Louis Wright  
200 S. President Street  
Jackson, Mississippi 39201  
Phone: 601-960-1168

Either party may from time to time designate a new address for notices. Unless a return receipt or other document establishes otherwise, a notice sent by U.S. Mail shall be presumed to be received the second business day after its mailing.

**4.7.8. Severability**

Should any term, provision, condition, or other portion of this Contract or its application be held to be inoperative, invalid, or unenforceable, and the remainder of the Contract still fulfills its purposes, the remainder of this Contract or its application in other circumstances shall not be affected thereby and shall continue in force and effect.

**4.7.9. No Personal Liability**

No officer, agent, or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed

or implied, nor for any statement or representation made herein or in any connection with this Contract.

**4.7.10. Disputes**

The parties agree to engage in good faith negotiations to resolve any disputes. If the parties are unable to resolve their dispute, either party may litigate the dispute in a court of competent jurisdiction in the First Judicial District of Hinds County, Mississippi. The applicable law for determining the rights of the parties shall be the laws of Mississippi.

**4.7.11. Termination for Convenience**

The City may terminate this Agreement at any time by giving written notice to the Service Provider of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. This contract may be terminated in whole or in part by the City upon written notice to Service Provider, if Service Provider should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Service Provider of an assignment for the benefit of its creditors. In the event of such termination, Service Provider shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

**4.7.12. Termination for Default**

If the Service Provider refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City of Jackson or designee may notify the Service Provider in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the City of Jackson or designee, the City of Jackson may terminate the Service Provider's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City of Jackson or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the City of Jackson. The Service Provider shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

**4.7.12.1. Vendor's Duties**

Notwithstanding termination of the contract and subject to any directions from the City of Jackson or designee, the Service Provider shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Service Provider in which the City of Jackson has an interest.

#### **4.7.12.2. Payment**

Service Provider agrees to accept all payments in United States currency via the City of Jackson's payment and remittance vehicle. The City of Jackson agrees to make in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301, et seq. All invoices should be submitted to the Infrastructure Management Division within the Department of Public Works for processing.

Payment for completed services delivered and accepted by the City of Jackson shall be at the contract price. Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Material Adjustment clause of this contract, if applicable. The City of Jackson may withhold from amounts due Service Provider such sums as the City of Jackson deems to be necessary to protect the City of Jackson against loss because of outstanding liens or claims of lien holders and to reimburse the City of Jackson for the excess costs incurred in procuring similar goods and services.

#### **4.7.12.3. Material Adjustment**

A material adjustment may be requested for all petroleum-based products for months 13 through 24 (Year 2) of this award. The request must be made in writing by the Service Provider and sent to the Infrastructure Management Division no less than thirty (30) days before the end of the first 12 months of the award. An official material adjustment will only be made by written agreement signed by the parties hereto.

A material adjustment will be calculated using the base prices for all petroleum-based products listed in Table A of *Section 1.1 Detailed Description of Materials* multiplied by the percentage change of crude oil's spot price according to the West Texas Intermediate (WTI). The material adjustment will be calculated by multiplying the base price by the percentage change in the WTI between the date of award and the date the material adjustment is requested by the Service Provider:

$$\text{Adjusted Price} = \text{Base Price} \times \text{Percentage Adjustment}^*$$

\*The Percentage adjustment is calculated based on the change in the WTI between November 01, 2024 (date of award) and the date of the Service Provider's request for a material adjustment.

The City of Jackson reserves the right to terminate the contract whenever the material adjustment exceeds the base price by 50%.

#### **4.7.12.4. Excuse for Nonperformance or Delayed Performance**

Except with respect to defaults of subcontractors, Service Provider shall not be in default by reason of any failure in performance of this contract in

accordance with its terms (including any failure by Service Provider to make progress in the prosecution of the work hereunder which endangers such performance) if Service Provider has notified the City of Jackson or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Service Provider shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Vendor to meet the contract requirements. In such a case, the City of Jackson may, upon the request of the Vendor, revise the delivery schedule accordingly.

**4.7.12.5. Erroneous Termination for Default**

If, after notice of termination of Service Provider's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default, or that the delay was excusable under the provisions of the prior paragraph (Excuse for Nonperformance or Delayed Performance), the rights and obligations of the parties shall be the same as if the notice of termination had been one of termination for convenience.

**4.7.12.6. Additional Rights and Remedies**

The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**4.7.13. Termination Upon Bankruptcy**

This contract may be terminated in whole or in part by the City of Jackson upon written notice to the Service Provider, if Service Provider should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Service Provider of an assignment for the benefit of its creditors. In the event of such termination, Service Provider shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

**4.7.14. Approval**

It is understood that the Agreement requires approval by the Governing Authority for the City and if the Agreement is not approved by the Governing Authority, it is void and no payment shall be made hereunder.

**4.7.15. Availability of Funds**

It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the

appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the city of Jackson to provide funds or of the City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, the City shall have the right upon ten (10) working days written notice to the Service Provider to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.

**4.7.16. Indemnity**

To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, or trademark, or trade secret arising out of the work performed or goods and costs of every kind and nature whatsoever as a result of the negligence or willful misconduct or breach by the Contractor, to the extent the loss was not otherwise contributed to by the act or negligence of the City including court costs and attorney's fees, arising out of or caused by the Contractor and its employees, agents, officers, contractors, and/or subcontractors provided under this Contract, or the Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole gross negligence of the City.

**4.7.17. Employee Bidding**

Bidding by City employees is prohibited. It is hereby declared unlawful for any city official to bid on, 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. See Miss. Code § 25-4-105 (1972, as amended).

**4.7.18. Taxes**

Sales tax and federal excise tax are not to be included in any bid price. The City of Jackson assumes no tax liability.

## 5. Appendix

### 5.1 Proposal Form

**[PLEASE RETURN THIS SECTION IN ITS ENTIRETY]**

PROPOSAL FORM	
<b>DELIVERY INSTRUCTIONS:</b>	Submit one (1) original and six (6) copies of your BID Package
<b>MAILING ADDRESS:</b>	To the City Clerk's Office of Jackson Post Office Box 17 Jackson, MS 39205
<b>DELIVERY ADDRESS:</b>	To the City Clerk's Office of Jackson 219 S. President Street Jackson, MS 39201
<b>ELETRONIC DELIVERY:</b>	<a href="https://www.centralauctionhouse.com/IFBc10376-city-of-jackson.html">https://www.centralauctionhouse.com/IFBc10376-city-of-jackson.html</a> .
<b>NOTE THE FOLLOWING ON THE OUTSIDE OF YOUR ENVELOPE:</b>	Please clearly write "24-Month Supply of Asphaltic Paving Materials (BID # 74505-100124) to be opened October 01, 2024, at 3:30 PM Central Daylight Time."

In accordance with your Notice of September 5<sup>th</sup>, 2024, I bid as follows:

Price Sheet		
Company Name <u>ERGON ASPHALT &amp; EMULSIONS</u>		
Item	Description	Pick-Up Price
1	Asphaltic Black Base Course	\$ <u>NO BID</u> ton
2	Asphaltic Binder Course	\$ <u>NO BID</u> ton
3	Asphaltic Wearing Course, Type "C", Mix A	\$ <u>NO BID</u> ton
4	Asphaltic Cold Mix Material (Gravel & Sand)	\$ <u>NO BID</u> ton
5	Asphalt Emulsion (SS#1 Tack) CSS-1H	\$ <u>4.00</u> gal.
6	Plant Mix Bituminous Base Course (BB-1)	\$ <u>NO BID</u> ton
7	Hot Bituminous Pavement, Binder Course (BC-1)	\$ <u>NO BID</u> ton
8	Hot Bituminous Pavement, Surface Course (SC-1)	\$ <u>NO BID</u> ton
9	Cationic Emulsified Asphalt, Grade CRS-2	\$ <u>3.75</u> <del>ton</del> GAL
10	Asphaltic Sealer (Rubber Joint Sealer)	\$ <u>NO BID</u> lb.

- I. Cost breakdown for the bid must be submitted in the price sheet as laid out in this proposal form.
- II. The above will comply with the specifications included in the Section 1.1 and the Mississippi Department of Transportation's Standard Specifications for Road and Bridge Construction, with any and all exceptions noted in a separate document.
- III. The bid is valid for 90 days after bid opening to make an award or, if this bid is a term bid, it shall be good for the term stated in the IFB. If your bid is good for longer than 90 days for an award, then state how long is this bid good for 2 years as stated in IFB - 11/01/2024 thru 10/31/2026.
- IV. Sales tax and federal excise tax are not to be included in above price.
- V. The City of Jackson assumes no tax liability.

## **5.2 Proposer Contact Information Form**

### **Proposer General Information:**

24-Month Supply of Asphaltic Paving Materials  
Infrastructure, Department of Public Works  
BID #: 74505-100124

**[PLEASE TYPE IN OR PRINT THE FORM BELOW]:**

#### **Legal Company Name:**

ERGON ASPHALT & EMULSIONS

#### **Proposer Headquarters Address: (Street, City, State and Zip Code):**

2829 LAKELAND DRIVE, FLOWOOD, MS 39232

#### **Proposer Mailing Address: (Street, City, State and Zip Code):**

P. O. BOX 1639, JACKSON, MS 39215-1639

**Authorized Company Representative (Name):**

AMY WALKER, AREA SALES MANAGER

**Proposer Contact Information (Email and Phone):**

amy.walker@ergon.com - 601-933-3000

**State of Incorporation (Ex. Mississippi):**

Mississippi

**Signature of Person Submitting Proposal:**

X Amy Walker

**Date:** September 26, 2024

The City of Jackson, Mississippi, ("City of Jackson"), is committed to cultivating and ensuring the quality of life of its citizens, through various programs, employment, initiatives, and assistance. The City of Jackson encourages all persons, corporations, and/or entities doing business in Jackson, to participate in and/or institute similar measures for the City of Jackson residents.

**\*\*The (EBO) Application below form must be completed by all Offerors and returned with all Proposals. The EBO staff is available at (601) 960-1055 to assist you with any questions you may have in preparing the EBO Application.**

**Offeror Agreement**

The offeror shall be responsible for all fees or claims for any patent invention used and shall defend any suit that may brought against the City. Also, the Offeror shall hold said City harmless for use or infringement of any patent or method used in connection with any article, equipment, material, commodity, device, or thing furnished or constructed hereunder.

By signing this bid proposal, the Offeror agrees to hold the submitted bid price firm for the term of bid stated. Also, the vendor understands the estimated quantity stated and amount to be ordered may be over or below the estimated usage stated in the bid. This is not in any way a guaranteed amount to be ordered. A Purchase Order (PO) will be issued for the materials required by the using Department.

The Offeror should understand their failure to stand behind the agreement could cause a statement of failure to perform being placed in the company's file and the company being debarred by the City of Jackson for a period of time or the agreement of award being cancelled. By signing the bid, you understand and agree to all the terms of the bid.

**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: Ergon Asphalt & Emulsions  
Address: P. O. Box 1639  
City: Jackson State: MS ZIP Code: 39215-1639  
Telephone: ( 601 ) 933-3000  
E-mail: amy.walker@ergon.com

II. Bid Name and Number: IFB #74505-100124 24-Month Supply of Asphaltic Paving Materials

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: \$ 115,000

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	WAIVER	WAIVER	WAIVER	WAIVER	WAIVER

**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*

September 26, 2024

*Date*

**PRINT "AUTHORIZED" NAME HERE:** Patrick Nation, President