



*Jackson
Municipal
Airport
Authority*

REQUEST FOR PROPOSAL FOR
EMPLOYEE TRAINING SERVICES
BY THE JACKSON MUNICIPAL AIRPORT AUTHORITY
JMAA PROJECT NUMBER 009-15
APRIL 22, 2015

Jackson Municipal Airport Authority
100 International Drive, Suite 300 (39208)
Post Office Box 98109
Jackson, Mississippi 39298-8109
Telephone No.: (601) 939-5631, ext. 210
Facsimile No.: (601) 939-3713
E-Mail: khatten@jmaa.com
Attention: Karen Hatten,
Procurement Specialist

REQUEST FOR PROPOSAL FOR
EMPLOYEE TRAINING SERVICES
BY THE JACKSON MUNICIPAL AIRPORT AUTHORITY
JMAA PROJECT NUMBER 009-15
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The Jackson Municipal Airport Authority ("JMAA") requests Proposals ("Proposal") from human resources consultants with experience in the field of employee training to provide certain training to the employees of JMAA.

JMAA will receive Proposals to perform the Services 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. central time on May 15, 2015** (the "Deadline").

JMAA will not consider any Proposals received after the Deadline for any reason whatsoever. Information for Respondents relating to this Request for Proposals ("RFP") is on file and open for public inspection at the offices of JMAA. The Information for Respondents contains a copy of the RFP, General Information for Respondents, Information Required from Respondents and Criteria for Selection. Interested persons may obtain a copy of the Information for Respondents from JMAA by contacting Ms. Karen Hatten, JMAA's Procurement Specialist, as follows:

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or from JMAA's website at www.jmaa.com/resources/rfprfb-center/.

Based on the Proposals, JMAA will select a maximum of three (3) Respondents with whom to enter into negotiations to provide the Services. JMAA will initiate negotiations with the Respondent ranked first on the list. If such negotiations fail to produce an agreement, in form and content, satisfactory to JMAA, within a reasonable period of time, then JMAA may reject the first-ranked Respondent. In that event, JMAA will follow the same process with the other Respondents, in the order of their ranking, until a Respondent agrees to and enters into an agreement satisfactory to JMAA.

JMAA reserves the right to: (1) reject any and all Proposals, for any reason, any time before execution of a contract with a Respondent selected by JMAA to perform the Services and (2) waive any and all informalities and irregularities in the selection process.

JACKSON MUNICIPAL AIRPORT AUTHORITY

Date: April 22 and April 29, 2015

Publication:

(The Clarion-Ledger)

(Rankin County News)

(La Noticia MS)

Date: April 23 and April 30, 2015

Publication:

(The Jackson Advocate)

(Mississippi Link)

Website Publications:

MS Procurement Technical Assistance Program (MPTAP)

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PART I. GENERAL INFORMATION FOR RESPONDENTS

1. Issuer: Jackson Municipal Airport Authority. The 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 Request for Proposal ("RFP").
2. JMAA's Authorized Contact. JMAA's Contact for this RFP is Ms. Karen Hatten, JMAA's Procurement Specialist. All questions regarding this RFP must be directed to Ms. Karen Hatten as follows:

Jackson Municipal Airport Authority
100 International Drive, Suite 300 (39208)
Post Office Box 98109
Jackson, Mississippi 39298-8109
Attention: Ms. Karen Hatten, Procurement Specialist
Telephone No.: (601) 939-5631, ext. 210
Facsimile No.: (601) 939-3713
E-Mail: khatten@jmaa.com

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

3. Purpose of RFP; Scope of Work.
 - 3.1. JMAA desires to select a Consultant ("Consultant") to provide employee training services ("Services").
 - 3.2. The Services to be performed by the Consultant include training to ensure JMAA's compliance with:
 - 3.2.1. JMAA's Drug and Alcohol Use Policy mandated by The Omnibus Transportation Employee Testing Act of 1991 and the Drug Free Workplace Act of 1988 which is required to be performed at least once per calendar year.

- 3.2.2. Title VII of the Civil Rights Act of 1964, the Age Discrimination Employment Act of 1967, and the Americans with Disabilities Act of 1990 which are performed at least once per calendar each year.
- 3.2.3. General human resources training as requested by JMAA, such as workplace harassment, effective communications, accountability, team building, employee motivation, and stress management.
- 4. Joint Submissions. Proposals submitted in response to this RFP may be submitted by:
 - 4.1. A single consultant;
 - 4.2. A joint venture (in which all joint venture members will be responsible to JMAA for proper performance of the Services);
 - 4.3. A consultant with sub consultants, so long as all information required by this RFP is provided for the Consultant and all sub consultants
- 5. Selection Process. After evaluation in accordance with the criteria set forth in PART IV: CRITERIA FOR SELECTION, JMAA will select not more than three (3) Respondents with which to enter into negotiations to provide the Services. JMAA will initiate negotiations with the Respondent ranked first on the list. If such negotiations fail to produce an agreement, in form and content, satisfactory to JMAA, within a reasonable period of time, then JMAA may reject the first-ranked Respondent. In that event, JMAA will follow the same process with the other Respondents, in the order of their ranking, until a Respondent agrees to and enters into an agreement satisfactory to JMAA.

PART II. GENERAL REQUIREMENTS FOR PROPOSALS.

- 1. Deadline. The Proposal must be received by JMAA no later than **3:00 p.m. central time on May 15, 2015** ("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. Pre-Submittal Conference. JMAA will not hold a pre-submittal conference relating to this solicitation.
- 3. Interpretation of Information for Respondents. Each Respondent should examine the Information for Respondents carefully. All requests to JMAA for interpretation, clarification or correction of any ambiguity, inconsistency or error must be in writing and delivered to Ms. Karen Hatten, Procurement Specialist. Only interpretations, clarifications or corrections

by Addendum issued by Ms. Karen Hatten, Procurement Specialist, shall be binding on JMAA and the Respondents. All requests for clarification, confirmation or interpretation must be submitted in writing and transmitted to JMAA by email or facsimile.

4. Questions and Requests for Additional Information. Any questions regarding this RFP or the Services must be submitted in writing to Ms. Karen Hatten, Procurement Specialist. 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 **2:00 p.m. central time on May 12, 2015**. Each question must specifically identify this RFP.
5. Addenda. If it becomes necessary to revise any aspect of this RFP or to provide additional information to Respondents, Ms. Karen Hatten, Procurement Specialist, will issue one or more Addenda by posting on JMAA's website. JMAA will also endeavor to deliver a copy of each Addendum to all persons on record with JMAA as receiving a copy of the Information for Respondents via email. No Addendum will be issued later than two (2) 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.
6. Financial Condition of Respondent. The sufficiency of the financial resources and the ability of the Respondent to comply with the duties and responsibilities described in this RFP must be established. Each Respondent shall provide a current annual financial report and the previous year's report and a statement regarding any recent or foreseeable mergers or acquisitions.
7. References. Respondent shall provide the names, addresses, and telephone numbers of at least three (3) references in connection with supplying the services or items similar to those being requested in this RFP. Each reference should include organizational name, official address, contact person, and title of contact person.
8. 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 with the name of the Respondent and the following in letters at least one (1) inch in height: "Proposal for Employee Training Services Consultant."
9. Formatting and Page Limits. No Proposal may exceed 15 pages, exclusive of appendices. The Respondent's letter of transmittal, table of contents, summaries and introductions shall be included in the 15 page limit. JMAA prefers a Proposal contained on 8.5" x 11" pages only, with all four margins being at least one inch; however, a maximum of 4 pages of a

Proposal may be on 11" x 17" pages. Each 11" x 17" page contained in a Proposal shall count as 2 pages regarding the 15 page maximum for a Proposal. All text information in the main part of the Proposals 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.

10. Information to be Provided. Proposals must respond to all requirements of the RFP and be sufficient for JMAA to evaluate the qualifications and experience of the Respondent and the Respondent's ability to perform the Services. At a minimum, the information specified in PART III: 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.
11. Acknowledgement of Addenda. Each Respondent must acknowledge receipt of any Addendum to this RFP or the Information for Respondents. 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.
12. Statement Must Be Signed. Each Respondent must manually sign at least one copy of its Proposal.
13. Representations of Respondent. Each Respondent, by submitting a Proposal, represents that: (a) it read and understands the Information for Respondents; (b) is familiar with the conditions under and the purpose for which the Services will be performed; (c) has all professional qualifications, licenses, certifications and registrations necessary to perform the Services and is knowledgeable of and has fully complied with them; and, (d) if selected by JMAA, will fully comply with all federal, state and local laws, ordinances, rules and regulations that apply to the Services and Respondent's performance of them.
14. 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.
15. Rejection of Proposals. JMAA reserves the right, in its sole discretion, to reject any and all Proposals and to waive any technicality, informality or irregularity in any Proposals received, for any reason, at any time prior to entering into a contract to perform the Services. Without limiting the foregoing, JMAA specifically reserves the right to reject a Proposal which is incomplete or irregular in any manner.
16. Agreement. The selected Respondent will be required to enter into JMAA's standard form consultant agreement. 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.

17. Compensation. JMAA will select a Respondent based on qualifications and experience. Respondents must submit a proposed schedule of fees and estimated expenses information with their Proposal. JMAA will negotiate final fees, costs and a schedule for the Services with the successful Respondent. The fee arrangement may be:
 - 17.1. A firm fixed price, plus or inclusive of out-of-pocket expenses;
 - 17.2. A cost plus fixed fee basis, subject to a predetermined maximum for each task; or
 - 17.3. An hourly fee basis, at approved rates, subject to a predetermined maximum.
18. Costs Incurred By Respondents Prior to Execution of an Agreement and Notice to Proceed. JMAA will not be responsible for any costs incurred by any Respondent in preparation of its Proposal. Further, JMAA will not be responsible for any costs incurred by the selected Respondent under any agreement prior to the effective date of JMAA's Notice to Proceed.
19. Disclosure of Response Contents. 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 some or all of its Proposal may be subject to public inspection and/or reproduction under the Mississippi Public Records Law, § 25-61-1 et seq., Mississippi Code of 1972, as amended.
20. 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 prohibits 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.
21. 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.

PART III. INFORMATION REQUIRED FROM RESPONDENTS

1. Required Information. To be selected, a Proposal must demonstrate that the Respondent is highly qualified by expertise and experience to perform the Services. A Proposal should emphasize the Respondent's qualifications and experience regarding all aspects of the Services. At a minimum, all of the following information **MUST** be furnished by each Respondent, as part of its Proposal. The information provided must be complete and accurate. Any omission, inaccuracy, or misstatement may be cause for rejection of the Proposal.

1.1. Identification of Respondent.

1.1.1. Cover Letter.

- 1.1.2. Full, correct, legal name and type of business entity of the Respondent, and, if applicable, the Respondent's state of incorporation or organization. (NOTE: the Respondent awarded the Services, if a corporation, limited partnership or limited liability company, will be required to be authorized by the Mississippi Secretary of State to do business in the State of Mississippi and be in good standing at all times while performing the Services.)

1.1.3. Street and Mailing address of the Respondent.

- 1.1.4. Name of the Respondent's representative for purposes of notice or other communications regarding the RFP.

- 1.1.5. If the address of the Respondent or name of the Respondent's representative, for purposes of notice or other communications regarding the Agreement, will be different from the above, such other address or name must be provided.

- 1.1.6. Telephone and facsimile numbers for the Respondent and, if different, for the Respondent's representative regarding the Proposal and the Agreement.

- 1.1.7. Name, titles and business address of each director, senior officer and any shareholder, partner or member having, owning or controlling 10% or more ownership interest in the Respondent.

- 1.2. Organizational Summary. An organizational summary of the Respondent to include the following:

- 1.2.1. A description of the Respondent's organization, including addresses of all central, branch or satellite offices; the number of employees; all major divisions and areas

of expertise;

- 1.2.2. A description of the key personnel the Respondent will utilize to perform the Services, including education, professional qualifications, length of service, special expertise, and experience of the key personnel;
- 1.2.3. A description of the offices, facilities and equipment, including computer software and computer-based programs, the Respondent will use to perform the Services.
- 1.3. Experience. Each Respondent must include, with this proposal, examples of work product from not less than three (3) previous employee training service programs.
- 1.4. Terminated Contracts, Forfeiture, Bankruptcies, Etc., State the following:
 - 1.4.1. Regarding all contracts of the Respondent (or any subsidiary, parent or affiliate of the Respondent) for services, similar to the Services sought by this RFP that were terminated, either voluntarily or involuntarily, prior to the expiration of their respective terms during the past five (5) years: the name, location and address of the other party(ies) to said contracts, if any, and the date(s) of termination;
 - 1.4.2. Regarding any forfeited or canceled sureties or bonds within the past five (5) years, the name and address of the surety and date of the forfeiture or cancellation;
 - 1.4.3. A detailed description of any judgments and any pending or threatened lawsuits involving Respondent (or any wholly-owned subsidiary, parent or affiliate of the Respondent) during the past five (5) years for work or services similar to the Services sought by this RFP ;
 - 1.4.4. A description, date of filing and court address for any petition in bankruptcy filed by or against the Respondent (or any wholly-owned subsidiary, parent or affiliate of the Respondent) during the past five (5) years.
- 1.5. Staffing. Respondent shall affirm and provide supporting evidence that the Respondent's organization is sufficiently staffed and capable to properly and fully perform the Services.
- 1.6. Expertise and Special Knowledge. In the event certain features of the Services are of such complexity and nature as to require specialized or expert assistance, Respondent shall affirm that the Respondent's organization or team is sufficiently staffed with such

specialists. However, if it will be necessary to associate with others to provide the specialized or expert assistance, a full description and identification of the person(s) /entity (ies) that will be associated and a description of the work she/he/it will perform shall be provided.

1.7. Insurance.

1.7.1 Respondent shall affirm that it will maintain, at its own expense, the following insurance coverages insuring Respondent, its employees, agents, designees and any indemnities required by this Agreement:

1.7.1.1 Professional liability insurance in an amount of \$1,000,000.00 per claim.

1.7.1.2 Commercial General Liability Insurance in an amount of \$1,000,000.00 per occurrence and \$2,000,000 aggregate, including coverage for blanket contractual liability, broad form property damage, personal and bodily injury, and products/completed operations.

1.7.1.3 Workers' Compensation Insurance in such amounts as may be required pursuant to the Mississippi Workers' Compensation Act and Employers Liability Insurance with limits of \$500,000.00 each disease, disease aggregate and each accident.

1.7.2 Respondent shall affirm that it shall: (i) be responsible for all deductibles and for any inadequacy or absence of coverage; (ii) bear all costs and losses attributable to such deductibles and to coverage limitations; and, (iii) have no claim or recourse against JMAA for any costs or loss attributable to such deductibles or to coverage limitations, exclusions or unavailability.

1.7.3 Respondent shall affirm that it shall deliver certificates of insurance evidencing the policy limits required hereunder prior to commencing the Services.

1.8. Independent Contractor. Respondent shall affirm that: (i) at all times it will be regarded as an independent Contractor and shall at no time act as the employee or agent of JMAA; (ii) nothing contained in any Agreement shall be deemed or construed by JMAA, Respondent or any third party as creating the relationship of principal and agent, partners, employer and employee, or any other similar such relationship between JMAA and Respondent; and (iii) it shall not be entitled to participate in any employee benefit or welfare programs offered by or through JMAA including, without limitation, participation in any retirement plan, any workers compensation insurance coverage, health insurance plan or other benefit.

- 1.9. Governing Law, Jurisdiction and Venue. Respondent shall affirm that this Agreement, and the rights and obligations of JMAA and Respondent 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, and venue shall be solely in a Mississippi state court of competent jurisdiction for any law suit or litigation, of any type or nature, arising out of and/or regarding this Agreement.
- 1.10 Attorneys' Fees. Respondent shall affirm that as to any action that 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.
- 1.11 Other Information. Any other information the Respondent wishes to submit to JMAA for consideration in evaluating the Respondent's Proposal may be submitted.

PART IV. CRITERIA FOR SELECTION

1. Criteria. All Proposals received before the Deadline will be reviewed and evaluated by JMAA. Respondents will be selected by JMAA in priority order for negotiation of the Agreement, based on JMAA's determination, in its sole discretion, as to the Respondent best qualified to perform the Services. Responses shall be evaluated according to the criteria listed below, in order of importance, from highest to lowest with maximum points to be awarded listed.
- 1.1. The Respondent's demonstrated ability to perform the Services, as evidenced by the Respondent's previous actual experience performing similar employee training programs. 20 points
- 1.2. Regarding Respondent's key personnel their: (i) qualifications and experience; (ii) availability to perform the Services; and (iii) reputation, professional integrity and competence. 20 points
- 1.3. The quality, clarity and thoroughness of the Respondent's Proposal, including the Respondent's understanding of the Project and Services, as demonstrated by, among other things, the clarity and organization of the Respondent's Proposal. 20 points
- 1.4. Location of Respondent's primary business offices and the Respondent's availability to regularly attend in person meetings and/or trainings with JMAA. 20 points
- 1.5. The Respondent's demonstrated commitment to Disadvantaged Business Enterprise Opportunities as shown by: 10 points

1.5.1 Amounts and types of work proposed to be performed by DBE participants; and

1.5.2 Scope and variety of DBE supported functions on the project team.

1.6. The Respondent's ability and capacity to provide the Services promptly and timely. 10 points

1.7. The Respondent's professional service fee and estimated expenses, although JMAA is not bound to select the Respondent that proposes the lowest fees and expenses. 10 points