Jackson Public School District



Jackson Public School District 662 South President Street Jackson, MS 39201

Contact Information:

Project Administrator: Dr. Kimberly Smith

Telephone: 601-960-8355 Email: kismith@jackson.k12.ms.us

RFP 2021-09

Title: JPS Seeks a Pool of Providers for Summer Enrichment Programs and Activities

Issue Date: April 16, 2021

Submission Deadline: May 13, 2021

Time: 10:00 a.m. (Central Standard Time)

PLEASE SUBMIT ORIGINAL RFP DOCUMENTS IN THE FORMAT/DESIGN ISSUED ALONG WITH OTHER SUPPORTING DOCUMENTS ATTACHED TO THE PROPOSAL, BY MAIL, HAND DELIVERY OR EMAILTO ipsrfp@jackson.k12.ms.us

If you would like the tabulation for this RFP after Board Approval, please go to www.jackson.k12.ms.us. Double click on Departments and select Business Office. Open the Purchasing page. Select Purchasing Approved Bids/RFPs. These documents will give you the tab sheet approved by the Jackson Public School District Board of Trustees. If the RFP in question is not listed, contact the Purchasing Office at 601-960-8799 for assistance.

PROPOSAL FORM

Board of Trustees Jackson Public School District Jackson, Mississippi

Ladies and Gentlemen:

I/We, propose to furnish and deliver all items and/or to perform all services according to all sections of this rfp document (Proposal Form, Instructions and Conditions, detailed written Specifications, and Addendum if applicable) and in the quantities at the indicated prices, as called for in the document(s). All quantities indicated have been checked very closely, and both unit price and total price (where requested) have been submitted with the understanding that we shall be responsible for making complete and satisfactory delivery accordingly, within the time frame agenda (if applicable).

All items contained in this rfp shall be as specified or JPSD approved equal. For any item(s) proposed which is other than as specified, a complete and detailed cut and description for each item(s) must accompany the rfp, if the item(s) is to be considered. Please carefully read each section of this rfp.

Acceptance of Proposals:

The Jackson Public School District reserves the right to:

- Have sole discretion to waive minor irregularities in proposals. A minor irregularity is a variation from the
 proposal that does not affect the proposal, or gives one offeror an advantage or benefit not enjoyed by other
 offerors, or adversely impacts the interests of the school district.
- Accept the "lowest and best" rfp which in their judgment assures JPSD the product(s) or service(s) having the best performance and the highest level of function, quality and value.
- Not accept the lowest priced proposal. Proposals that do not comply with the requirements stated within this RFP subject to disqualification. Proposals that do not meet the deadline date/time will be returned to the vendor unopened.
- Request additional information or conduct discussions with one or more respondents after the RFP deadline, to secure a final selection to award RFP should such action be in the best interest of JPSD.
- See Pages five (5) and six (6) for further instructions

I/WE UNDERSTAND AND AGREE THAT NEITHER THE AWARD OF THIS RFP TO ME/US BY THE DISTRICT'S BOARD OF TRUSTEES NOR RECEIPT BY ME/US OF A NOTICE OF ACCEPTANCE OF THIS RFP SHALL CONSTITUTE THE MAKING OF A CONTRACT BETWEEN JPSD AND ME/US, WHICH SHALL BE CONDITIONED UPON THE EXECUTION BY BOTH JPSD AND ME/US OF A FORMAL, WRITTEN AGREEMENT.

RESPECTFULLY SUBMITTED,	
COMPANY	
ADDRESS	
PHONE	 _FAX
E-MAIL ADDRESS	
PRINTED SIGNATURE	
WRITTEN SIGNATURE	
TITLE	
DATE	

CIRCLE THE OPERATING STATUS OF YOUR BUSINESS AS INDICATED: WOMAN OWNED NON-MINORITY MINORITY



Post Office Box 2338 - Jackson, Mississippi 39225-2338 Telephone: 601-960-8799 **Telephone:** 601-960-8967

Email: mishelton@jackson.k12.ms.us or bjones@jackson.k12.ms.us

REQUEST TO ADD VENDOR

To be completed by JPS Sch School/Department Reques	ool/Location: ting Vendor Addition		
Will your company accept p Note: An original JPS purch order. Are you an employee of the	r: Please complete <u>all sections</u> and ret ourchase orders?Yes ase order is required for all material p e Jackson Public School District?	No purchases. Do not a	ccept any order without a purchase
PARENT COMPANY NAME:			
	ME:		
Order Address:			
City:	State:	Zip:	
Physical Address:			_
City:	State:	Zip:	
REMITTANCE ADDRESS:			
Vendor Name:			_
Address:			_
City:	State:	Zip:	
Contact Person:			_
Phone: ()	Fax ()		
Email Address:			_
Parent Company Tax ID#			_
D/B/A Federal Tax ID/Social	Security #:		_
Select One Minority Code:	This information will be used to traWoman & MinorityNon-Minority	ck purchases from m Minority Woman	ninority vendors.
Select One Type of Entity	Individual/Sole Proprietor Partnership	C Other	Corporation
****JPS accepts no respon	sibility for orders filled without a valid	d purchase order***	*
Submitted By: Signature			Date
Vendor Number:Completed By:		esNo	

Company's W-9 must accompany this form for IRS purposes.

The Board of Trustees of the Jackson Public School District (hereafter referred to as "JPSD") is soliciting sealed, written formal Requests for Proposals (RFP) from qualified vendors (hereafter referred to as "Vendor") for the purchase of furniture, equipment, supplies, materials, labor or services as outlined in the following specifications. Sealed rfps shall be received by JPSD, in the Business Office of the Jackson Public Schools, 662 South President Street, Jackson, Mississippi, until the time specified on the RFP Opening Schedule (front page of the formal rfp document), at which time all rfps shall be publicly opened and read aloud. Neither dating of the rfp form nor placing the rfp in the mail by this date shall meet legal requirements; the formal rfp document must be **received in the Business Office** of the Jackson Public School District on or before the date and time stated.

JPSD reserves the right to reject any and all rfps received and to waive any and all informalities. Vendors are encouraged to very carefully read all sections of this rfp document prior to submitting an rfp proposal.

It is the basic philosophy of JPSD to extend to all responsible Vendors equal consideration and the assurance of unbiased judgment in determining whether their product or service meets specifications and the educational needs of the school district. JPSD shall fairly evaluate all formal rfp proposals submitted and base all decisions on the "lowest and best" rfp concept, purchasing only those products and/or services which meet the specifications as written. All decisions rendered shall strive to achieve the greatest value from every tax dollar expended. JPSD shall make no discrimination based on race, color, creed, religion, or national origin, in either the product evaluation process or in transacting business with Vendors or Vendor representatives.

The advertising and publishing of this rfp has met all legal requirements (Mississippi Code of 1972, Annotated, §31-7-13), hence the requirement to offer public notice of the intent of JPSD to solicit rfps via this rfp document has been satisfied.

This document is to serve as an invitation to all qualified vendors to extend to JPSD, an offer, for the sale of all products and/or services specified herein. It is the purpose of this rfp document to clearly define "open" and "competitive" product or service rfp specifications. All items on this rfp are to be as specified or JPSD approved equal.

Addendum: Vendor shall acknowledge the receipt of all addendums which were issued during the course of this rfp. If specified in the text of the addendum, in addition to acknowledging receipt of the addenda below, the addenda may require additional information required for the rfp (e.g., pricing), in which case the Addendum shall not only be acknowledged below but shall be completed and attached to the rfp at the time the rfp proposal is submitted. Receipt of the following Addendum issued during the course of this formal rfp is hereby acknowledged:

Addendum Number	Date	
Addendum Number	Date	
Addendum Number	Date	

It is acknowledged that this rfp proposal consists of the following sections: **PROPOSAL FORM, INSTRUCTIONS AND CONDITIONS, SPECIFICATIONS** and any **ADDENDUM** (if applicable).

Net Prices

In all cases, prices quoted are to be net including all applicable discounts. A separate price shall be offered for each item and not in combination with other items (unless the grouping of items is otherwise allowed as defined in the specifications). Unit price shall prevail in case of a conflict between unit and total price (extension); written price shall prevail in case of a conflict between written and enumerated pricing. Vendors are instructed to **round off all unit pricing and extensions to the nearest whole cent; i.e., round the pricing to two places to the right of the decimal point only.** JPSD will only accept pricing which is stated in this manner. All items for which pricing is submitted which is other than two places to the right of the decimal shall be accepted; however, all digits beyond a whole cent (more than two places to the right of the decimal) shall be ignored in the rfp analysis process and the unit price indicated on the purchase order shall be to the nearest whole cent for each item involved.

Payment and Invoicing

Unless otherwise indicated in the detailed specifications of this rfp document; JPSD shall make remittance in a **single lump sum** payment **following satisfactory delivery of all items** listed on the purchase order or following satisfactory performance (final inspection) of all services as specified in the contract. JPSD remits by "completed purchase order" only; remittance shall not be made upon receipt of partial shipments or performance, or the receipt of invoicing for same, but only after all items included on the purchase order or contained in the contract are delivered and/or satisfied.

It is mutually understood that invoices submitted against Multi-Year or Open Purchase Orders, remittances are processed based on the contracted scheduled agreement prior to the purchase order being generated. Only **Multi-Year** and **Open Purchase Orders** have multiple invoices received for remittance for payment. Professional Services, materials and other such services; invoices are submitted for payment in intervals following satisfactory delivery of ALL services and /or performance of ALL services indicated in the contracted agreement between said vendor and JPSD for that time period, following inspection if applicable.

Performance Penalty

The Consultant is subject to a 10% penalty on this Agreement for the 2021-2022 school year if the academic objectives of this agreement are not satisfied. The District will withhold 10% of the total contract for final payment to be made after the academic objectives are satisfied.

Default and Delays

Upon failure of the Vendor to deliver all of the items ordered or to render service, within the time set or allowed, the successful Vendor shall be considered in default, in which case JPSD reserves the right to terminate the purchase order or contract and to purchase similar supplies, services, or furniture and equipment, on the open market or secure the manufacture, delivery, and installation thereof by contract or otherwise. The Vendor shall be charged with any cost occasioned by JPSD whether said cost is the same as originally accepted or any excess cost.

Damage to School Property

Any damage or loss to JPSD property as a result of any action by the Vendor in the delivery, execution or performance of any item or service stated in these specifications shall be repaired or replaced to the satisfaction of designated JPSD personnel, at the Vendor's cost, within a reasonable time.

Guarantee

Each Vendor, by presenting an rfp under these specifications, binds himself to make positive that all goods are fully up to the standards set by the specifications. Should it be discovered within a reasonable period of time from the date of purchase order or contract that such goods or services are not up to standard, JPSD shall have the right to have such goods or services replaced by others conforming to the standard requirements and the entire expense be borne by the Vendor. The Vendor shall agree to guarantee and warrant all equipment provided as a result of this rfp for a period equal to the stated guaranty/warranty in the specifications. All such warranties shall provide the coverage as indicated in the specifications.

Acceptance and Award of RFP Proposals

The Vendor's rfp proposal, once submitted and accepted as a valid rfp by JPSD, shall be deemed by both parties to constitute a legal and binding offer on the part of the Vendor to sell to JPSD as per the terms of the rfp specifications, all products and/or services contained therein. RFP proposals are subject to acceptance by JPSD at any time within forty-five (45) calendar days following the rfp opening date. Consequently, all price quotations shall be effective for a minimum of forty-five (45) calendar days and a maximum period as indicated in the specifications. All rfps must be valid for the effective dates stated in the specification, if applicable.

Award of contract shall be made to the responsible Vendor whose rfp, conforming to the specifications, is deemed to be the most advantageous to JPSD, price and all other factors considered. The Vendor acknowledges the right of JPSD to reject the rfp, in part or in total, if the Vendor fails to submit the data required in the specifications, or if the rfp is in any way incomplete or irregular. Under no circumstances may a Vendor deliver, install, or perform any service as specified in these specifications without written authorization from JPSD (i.e., a duly issued purchase order or signed contract). All RFPs shall be approved by the Board of Trustees prior to the final award.

The Vendor shall be issued a purchase order document, which shall be deemed acceptance of the rfp proposal offer made by the Vendor, for all items and/or services approved by the Board of Trustees and awarded as a result of this rfp. However, if in the opinion of JPSD a contract document is required to authorize the award of the rfp, Vendor agrees to sign and execute all such contract documents as required in the written specifications. NOTE: If Vendor policy requires that JPSD sign Vendor contract documents, a sample of all such documents shall be included with the rfp proposal and shall become a part of the Vendor's rfp proposal.

All awards are based on the availability of funding. In the event of a reduction of funds, this award can be rescinded at any time.

Grievance Procedure

JPSD has adopted a Vendor Grievance Procedure to address and resolve any Vendor grievances or disputes resulting from or arising out of JPSD's rfp process. If Vendor disagrees with any aspect of the rfp process, Vendor shall adhere to the following procedure. Vendor shall submit a letter or written statement of protest to the Purchasing Agent, with a copy to the Superintendent, identifying the rfp, including rfp number, title, opening date and, if applicable, the item number(s) at issue, and explaining, in detail, the nature of and/or reason(s) for the protest. No verbal protest shall be acknowledged by JPSD. Vendor protests must be received by the Purchasing Agent not later than five (5) business days prior to the date of the Board meeting at which the Board is to act upon the rfp that is the subject of the protest. A review committee, appointed by the Superintendent, shall evaluate the protest and render a decision expeditiously. The decision of the review committee shall be based on evidence presented by the Vendor, the Purchasing Agent and other appropriate parties, to be determined in the discretion of the committee. In the sole discretion of the committee, the committee may conduct a hearing on Vendor's protest. The decision of the review committee shall be submitted to the Superintendent for approval. The protesting Vendor shall be informed, in writing, of the Superintendent's decision not later than two (2) business days prior to the date of the Board meeting at which the Board is to act upon the rfp that is the subject of the protest. The Superintendent's decision shall be final unless Vendor appeals such decision to the Board of Trustees. If Vendor's wishes to appeal the Superintendent's decision, Vendor shall deliver its appeal, in writing, to the Office of the Superintendent not later than 12:00 p.m. on the date of the Board meeting at which the Board is to act upon the rfp that is the subject of the appeal. Appeals shall be presented to the Board at the meeting at which the Board acts upon the rfp that is the subject of the appeal and Vendor, upon written request, will be granted up to five (5) minutes to appear and present to the Board at such meeting its protest and/or appeal. After the Board takes final action upon an rfp, no appeals or protests will be acknowledged by JPSD. The decision of the Board shall be final, subject to Vendor's right to pursue a legal remedy.

Submission of RFP Proposals Instructions if not emailed to the email address listed:

- Responses, once completed, should be placed in an opaque, sealed envelope
- On the outside of the envelope, list the company's name/address, RFP number, title, opening date and addressee information as they appear in the RFP proposal in order that the response may be accurately delivered and registered upon receipt. A designated official who is a legal representative of the Company must list required signatures where noted prior to submitting sealed proposal.
- Failure to comply with the above submittal instructions will cause proposals not to be registered or cataloged to appropriate file or received timely. The original documents must be displayed in front of all copies submitted by interested parties.
- Please submit Original RFP Documents in the Format Outlined along Six (6) Copies and any Documentation submitted with Proposal when Mailed or Hand Delivered to:
- Any proposal not received by the stated submission deadline/time will not be considered and/or opened. The proposal will be returned to the vendor at the vendor's expense.
- The District accepts no liability for late submissions due to the actions of the United States Postal Service, Federal Express, United Parcel Service or any other delivery methods.

Please submit proposal when mailed or hand delivered to:

Jackson Public School District
Business Office
Attn: Bettie Jones
662 S. President Street
Jackson, MS 39201

Or

Proposals may be submitted via email to: jpsrfp@jackson.k12.ms.us. No copies are warranted if emailed electronically.

Please follow the proposal submittal instructions.

INSERT PAGE NUMBERS WHEN SUBMITTING ELECTRONIC PROPOSALS VIA EMAIL. PLEASE SUBMIT RFP DOCUMENTS IN THE ORIGINAL FORMAT ALONG WITH OTHER SUPPORTING DOCUMENTS ATTACHED TO PROPOSAL AND EMAIL TO jpsrfp@jackson.k12.ms.us

Proposal Cover Page

Vendor must provide a summary of the main component of services offered in this proposal using 100 words or less.

CONFIGURATION SUMMARY

ASSURANCES AND SIGNATURE FORM

In submitting this application I certify that:

*For Educational/Instructional proposals

- 1. The organization will comply with applicable federal, state, and local policies and procedures.
- Services will be provided under the supervision of highly qualified teachers and/or administrators.*
- 3. The organization will maintain professionalism and confidentiality.
- 4. The organization is fiscally sound and will be able to complete services to the local educational agency.
- 5. The organization will ensure that the services provided are aligned the Mississippi Curriculum Frameworks and scientifically research based practices.*
- 6. The organization will comply with applicable federal, state, and local health, safety, and civil rights laws.
- 7. Provisions that subject all individuals employed by or otherwise associated with the approved provider, including volunteers, support staff, etc., who have direct contact with students, to the fingerprint and criminal history record check contained in law, including, Education Laws 305(30), 1125(3), 1604(39), 1604(40), 1709(39), 1709(40), 1804(9), 1804(10), 1950(4)(11), 1950(4)(mm), 2503 (18), 2503(19), 2554(25), 2554(26, 2590-h (20), 2854(3)(a-2), 2854(3)(a-3), and 3035.
- 8. All services will be secular, neutral, and non-ideological.
- 9. The organization will provide the local educational agency with information regarding implementation of proposal initiatives in increasing achievement, in a format, and to the extent practicable, a language or other mode of communication such that district personnel, parents / legal guardians, and community members can understand.*

The undersigned hereby certifies that I am an individual authorized to act on behalf of the organization in submitting this application and assurances. I certify that all of the information provided herein is true and accurate, to the best of my knowledge. I understand that the discovery of deliberately misrepresented information contained herein may constitute grounds for denying the applicant's request for approval.

Name of Organization
Printed Name of Authorized Representative
Signature of Authorized Representative
- 0
Date Signed
Date Signed



INDEPENDENT CONTRACTOR DEBARMENT VERIFICATION FORM

(Please print clearly or type)

**Appropriate signal	tures shall c	ertify stateme	nts below.

Subgrantee's/Contractor's Name	
Authorized Official's Name	
Complete Address	
Contact Number	
Are you currently registered to do business in the	
State of Mississippi? (Yes or No) If yes, attach	
supporting documentation of registration status. If,	
no please register and provide documentation of	
registration status. (State/Other fund	
requirement)	
FEDERAL DEBARMENT CERTIFICATION:	
CONTRACTOR hereby certifies that at the execution of	a contract with the Jackson Public School District(JPS) that
the CONTRACTOR is not on the list for federal debarm	ent on www.sam.gov – System for Award Management.
STATE OF MISSISSIPPI REGISTRATION:	
CONTRACTOR hereby certifies that at the execution of	a contract with the Jackson Public School District (JPS) that
the CONTRACTOR is not on the list for debarment on y	vww.sos.ms.gov for doing business with the State of
Mississippi or with any Mississippi State Agency.	
PARTNERSHIP DEBARMENT CERTIFICATION:	
CONTRACTOR hereby certify that all entities who are i	n partnership through this contract or grant with the Jackson
Public School District(JPS) (subcontractors, subrecipier	
	e State of Mississippi debarment list. Proof of documentation
of partnership verification with SAM shall be kept on f	•
submission of every contract/subgrant and modification	on to JPS.
Original Signature of Contractor or Authorized Official	 Date



INDEPENDENT CONTRACTOR DEBARMENT VERIFICATION FORM*

(Please print clearly or type)

**Appropriate signatures shall certify statements below.

Subgrantee's/Contractor's Name	
Authorized Official's Name	
Complete Address	
Contact Number	
Are you currently registered with www.sam.gov (Yes or No) If yes, attach supporting documentation and DUNS number must be Active with open access. (Federal fund requirement)	
Are you currently registered to do business in the State of Mississippi? (Yes or No) If yes, attach supporting documentation of registration status. If not, please register and provide documentation of registration status. (Federal and State/Other fund requirement)	

FEDERAL DEBARMENT CERTIFICATION:

CONTRACTOR hereby certifies that at the execution of a contract with the Jackson Public School District (JPS), that the CONTRACTOR is not on the list for federal debarment on www.sam.gov – System for Award Management.

STATE OF MISSISSIPPI REGISTRATION:

CONTRACTOR hereby certifies that at the execution of a contract with the Jackson Public School District (JPS), that the CONTRACTOR is not on the list for debarment on www.sos.ms.gov for doing business with the State of Mississippi or with any Mississippi State Agency.

PARTNERSHIP DEBARMENT CERTIFICATION:

CONTRACTOR hereby certifies that all entities who are in partnership through this contract or grant with the
Jackson Public School District(JPS) (subcontractors, subrecipients, et al.) are not on the federal debarment list on
www.sam.gov – System for Award Management or the State of Mississippi debarment list. Proof of documentation
of partnership verification with SAM shall be kept on file and the debarment status shall be checked prior to
submission of every contract/subgrant and modification to JPS.

Original Signature of Contractor or Authorized Official	Date	
*Project is being supported with federal funds		

Proposal

Summer Enrichment Program and Activities

(Address Learning Loss & Academic Enrichment)

1.0 Introduction

The Jackson Public School District will host an in-person free summer camp from June 1 - June 30, 2021 for all rising Kindergarten through 12th grade students. The purpose of the summer camp is to address learning loss as a result of COVID-19 and support students in achieving a well-rounded educational opportunity, inclusive of safe and healthy activities as defined by ESEA section 4107(a)(1) - (2). The camp will include an afternoon enrichment program from 1:30 p.m. - 5:30 p.m., daily. The highest projected enrollment for the summer camp is 19,000 scholars.

2.0 Project Overview

The Jackson Public School District is requesting professional services to support scholars in elementary through high school by providing daily enrichment programs and activities in the following areas (or similar):

- Youth Leadership
- Cooking Classes
- Fitness and Exercise
- Community Service
- Financial Literacy
- STEM/STEAM
 - Coding
 - Robotics
 - Engineering
- Crafts
 - Quilting
 - Basket weaving
 - Knitting
 - Sewing
- Visual Arts
 - o Murals
 - Painting
- Performing Arts
 - Dance/Step
 - o Music production
 - o Voice
 - o Drums

Sports and Outdoor Activities

- Basketball
- Soccer
- Archery
- Fishing
- o Tennis
- o Swimming
- Golf
- o Gardening and agriculture

• Academic Clubs/Competitions

- o MATHCOUNTS ®
- Creative Writing

- Chess
- o Book Clubs
- World Languages
- Sign Language
- ACT/SAT Prep

3.0 The vendor must be able to perform the following requests and include in the proposal:

- promotion of cultural relevance and competence,
- evidence-based research that supports your services,
- a framework to determine the effectiveness of the program, the history of success, and defined goals and outcomes,
- professional development plan,
- a platform for in-person and/or virtual delivery,
- a detailed cost proposal for implementation,
- a detailed programming schedule that includes duration up to a 4-hour block of time, and
- at least one letter of reference
- program staff will be subject to a background check
- identify the grade-level/bands that you can support

The proposal should also include alignment to one or more of our JPS Commitments: #1 A Strong Start, #2 Innovative Teaching and Learning, #3 Talented and Empowered Teams, #4 Joyful Learning Environments, and #5 Culture of Accountability and Excellence; as well as, two or more of our JPS core values: Excellence, Equity, Positive and Respective Cultures, Growth Mindset, Relationships, and Relevance.

4.0 Management Responsibilities

The Jackson Public School District will designate one representative who will act as the primary contact for this project. The representative will be responsible for conferring with any and all parties necessary to resolve unanticipated issues or requirements that might occur during the course of the RFP. If you have any questions, please contact:

Dr. Kimberly Smith

Executive Director, Office of Teaching and Learning
Jackson Public School District
624 South President Street
Jackson, MS 39201
Phone: (601) 960-8355

Email: kismith@jackson.k12.ms.us

5.0 Format and Procedures for Delivery of Proposal

The proposal shall consist of six parts (Attachments A, B, C, D, E, F)

Attachment A – Proposal Cover Page

Attachment B – Basic Program Description (include an overview of the programs and support services proposed, which will allow the district to determine the quality of services provided)

Attachment C – Cost (provide a **specific** description of your pricing structure)

Attachment D – Assurances and Signature Form

Attachment F – Request to Add Vendor Form

Procedures for Delivery of Proposals

One (1) original and (6) copies of the proposal must be received on or before 10:00 a.m. on May 13, 2021 to the address listed below if not submitted electronically.

Jackson Public School District
Business Office
Attn: Bettie Jones
662 South President Street
Jackson, MS 39201

Proposals received after the due date and time will NOT be considered. Incomplete proposals will not be accepted and will not be returned for revisions. No faxed or emailed copies will be accepted. The proposal must be signed by an authorized official to bind the offeror to the proposal provisions. Proposal must be in sealed envelope with the RFP number, title, and vendor return address listed on the outside of envelope for proper log in.

RFPS will be opened publicly on the above date and time at Jackson Public School District, Central Office, 662 S. President Street, Jackson, Mississippi 39201.

6.0 Acceptance of Proposals

The Jackson Public School District reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is a variation from the proposal that does not affect the proposal, or gives one offeror an advantage or benefit not enjoyed by other offerors, or adversely impacts the interests of the school district.

7.0 Rejection of Proposals

Proposals may be rejected for reasons that include, but are not limited to, the following:

- 1. The proposal contains unauthorized amendments to requirements as outlined herein.
- 2. The proposal is conditional.
- 3. The proposal is incomplete or contains irregularities that make the proposal indefinite or ambiguous.
- 4. The proposal is not signed by an authorized representative of the applicant.
- 5. The proposal contains false or misleading statements or references.
- 6. The proposal price is clearly unreasonable.
- 7. The proposal is not responsive (i.e., does not conform in all material respects to the RFP).
- 8. The supply or service item offered in the proposal is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternates or other acceptability criteria set forth in the RFP.

8.0 <u>Disposition of Proposals</u>

All proposals become the property of the Jackson Public School District.

9.0 Conditions of Solicitation

The release of the RFP does not constitute an acceptance of any offer. Jackson Public School District reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document.

The offeror shall assure compliance with the following conditions of solicitation:

- 1. Any proposal submitted in response to the RFP shall be in writing.
- 2. The Jackson Public School District will not be liable for any costs associated with the preparation of proposals or negotiations of contract incurred by any party.
- 3. Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements, but proposals may be accepted without such discussions.
- 4. Any proposal received after the time and date set for receipt of proposals is late. Any withdrawal or modification of a proposal received after the time and date set for receipt of proposals at the place designated for receipt is late. No late proposal or late modification will be considered unless receipt would have been timely but for the action or inaction of school district personnel directly serving the procurement activity.
- 5. The offeror represents that it has not retained a person to solicit or secure this agreement for a commission, percentage, brokerage, or contingent fee.
- 6. The offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without (for the purpose of restricting competition) any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the price proposal.

10.0 Standard Terms and Conditions

Certain terms and conditions are required. Therefore, the offeror shall assure agreement and compliance with the following Standard Terms and Conditions:

1. INDEPENDENT CONTRACTOR

The offeror shall perform all services as an independent contractor and shall discharge all of its liabilities as such. No act performed or representation made, whether oral or written, by the contractor with respect to third parties shall be binding on Jackson Public School District.

2. ACCESS TO RECORDS

The offeror agrees that the Jackson Public School District, or any of its duly authorized representatives, at any time during the term of this agreement, shall have access to, and the right to audit/examine any pertinent documents, paper, and records, related to change and performance under this agreement. Such records shall be kept for a period of three years after final payment under this agreement, unless the Jackson Public School District authorizes earlier disposition. Offeror agrees to refund to the district any overpayments disclosed by any such audit. However, if litigation, claim, negotiation, audit or other action involving the records had been started before the expiration of the three (3) year period, the records shall be retained until completion of the action and resolution of all issues, which arise from it.

3. APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The offeror shall comply with applicable federal, state, and local laws and regulations. In compliance with state law, the offeror, if employed by a public entity, must make arrangements with her/his employer to take the appropriate leave (annual, professional, compensation, etc.) during the period of service covered by the contract.

4. AUTHORITY TO CONTRACT

Offeror warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

5. COMPLIANCE WITH LAWS

The offeror understands that the school district in an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the offeror agrees during the term of the agreement that the offeror will strictly adhere to this policy in its employment practices and provision of services. The offeror shall comply with, and

all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

6. PERSONNEL

Offeror agrees that, at all times, the employees of offeror furnishing or performing any of the services specified under this agreement shall do so in a professional manner.

7. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other bidder or competition relating to those prices, the intention to submit a bid or the methods or factors used to calculate the prices bid.

8. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligations of the district to proceed are conditioned upon the appropriation of funds by the Mississippi State Department of Education and the receipt of state and/or federal 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 federal government to provide funds or of the State of Mississippi 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 State, the district shall have the right upon ten (10) working days written notice to the offeror, to terminate or modify the agreement without damage, penalty, cost of expenses to the state or district of any kind whatsoever. The effective date of termination or modification shall be as specified in the notice of termination or modification.

11.0 Criteria for Evaluation of Proposals

Each proposal will be evaluated using the selection criteria indicated below.

Maximum points for each criterion are as follows:

The proposals will be scored using a rubric on a 75-point scale.

Proposal Components	Maximum Amount of Points Allowed	Points Earned
 Effective Framework for Success Defined goals and outcomes Professional development plan Schedule of activities 	30 points	
Research-Based Evidence	10 points	
Alignment to JPS Commitments	5 points	
Alignment to JPS Core Values	5 points	
Capacity to Serve Multiple Groups	5 points	
Cultural Relevance	5 points	
Cost Effectiveness	5 points	
Innovative and Interactive	5 points	_
In-person and virtual platforms	5 points	_

Entities eligible to apply to provide the requested educational services may include:

- Private Educational Companies
- Institutions of Higher Learning (IHL)

II. Cost

DESCRIPTION OF SERVICE	PROJECTED NUMBER OF SERVICE DAYS/ DAILY RATE	TOTAL COST
		\$

The District reserves the right to reject any and all proposals and to negotiate with the best proposed offer to address issues other than those described in the proposal.

12.0 <u>Time Line:</u>

April 16, 2021	RFP Issued
May 13, 2021	Proposals Due
May 17, 2021	Evaluation of Proposals
June 15, 2021	Estimated Board Approval

13.0 Responsibilities of an Approved Provider

- 1. Ensure that the professional development /consultative services provided and the content used by the provider are consistent with those of the school district and State and are aligned with the Mississippi Curriculum Frameworks.
- 2. Enter into an agreement with the district that includes:
 - Statement of specific goals.
 - Description of how the progress will be measured.
 - Timetable for implementing services.
 - Initiation date, frequency, and duration of services to be provided.
 - Payment provisions based on services provided.
 - Description of the services to be provided.
 - Qualifications of staff responsible for the delivery of the services.
 - Written reports to the superintendent, building level administrator, and specified district level administrators following each day of service.
 - Quarterly, on-site briefings with the superintendent and appropriate district level personnel.