



## **JACKSON PUBLIC SCHOOL DISTRICT**

### **Bid Title Page and General Information**

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

**Bid Name:** RFP 2023 – 11 Re-Bid

**Title:** Jackson Public School District Depositories

**Issue Date:** May 02, 2023

**Submission Deadline:** May 24, 2023

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

**Contact Information:**

**Name:** Mr. Earl Burke, Chief Operations Officer (COO)  
**Telephone:** 601-960-8801  
**E-mail:** eburke@jackson.k12.ms.us

**General Information:**

Please review all instructions carefully. The final RFP awardee(s) list and tabulation sheet will be available after Board Approval. It can be accessed at [www.jackson.k12.ms.us](http://www.jackson.k12.ms.us). Double-click on Departments and select Business Services. Open the Purchasing page. Select Purchasing Approved Bids/RFPs. Contact the Purchasing Office at 601-960-8799 for assistance.

Questions regarding proposal specification will be addressed to the Contact listed above.



## **NOTICE AND INSTRUCTION TO BIDDERS**

### **JACKSON PUBLIC SCHOOL DISTRICT DEPOSITORIES FOR THREE (3) YEARS**

**Beginning July 1, 2023, through June 30, 2026**

SUBMISSION OPENING DATE AND TIME: May 24, 2023, at 10:00 a.m.

LOCATION: Jackson Public School District

Office of Finance and Operations: Purchasing  
662 S. President Street  
Jackson, MS 39201

For additional information or clarification, contact:

Mr. Earl Burke, Chief Operations Officer  
Telephone: (601) 960-801  
E-mail: [eburke@jackson.k12.ms.us](mailto:eburke@jackson.k12.ms.us)

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#### **INTRODUCTION:**

Notice is with this given to all qualified financial institutions according to existing provisions of Sections 27-105-315, 27-105-305, 27-105-5, and 37-7-333, Mississippi Code Ann. (1972), it is the intention of the Board of Trustees of the Jackson Public School District (JPSD) to select one or more depositories to assist with the banking functions for funds of the Jackson Public School District for a three (3) year period commencing not later than July 1, 2023, and ending June 30, 2026, and until new arrangements shall be made according to law.

The legal provisions for naming the Jackson Public School District depositories are outlined in Section 37-7-333, Mississippi Code Ann. (1972), and related statutes.

#### **PREPARATION OF PROPOSALS:**

1. Proposals (1) Original and (1) Copy must be sealed and submitted as specified above.
2. Sealed proposals shall be delivered to the above address any time before but by 10:00 a.m. on May 24, 2023.
3. All responder information must be entered in the appropriate space on the proposal form. Failure to do so may disqualify your offer.

4. All information shall be entered in ink or typewritten. Corrections will be initialed in ink by the person(s) signing the bid.
5. Corrections or modifications shall not be accepted after the specified closing time.
6. An authorized officer or Bidder employee shall sign all applicable proposal documents.
7. To be considered “on time,” bids must be submitted by the opening date and before the time specified. No late bid submissions will be accepted.
8. Proposals must be submitted in a sealed envelope with the following information written or typed on its face:
  - a. Bid Name: RFP 2023 – 11 Re-Bid
  - b. Title: Jackson Public School District Depositories
  - c. Submission Deadline: May 24, 2023
  - d. Time: 10:00 a.m. (Central Standard Time)

#### **ACCOUNT INFORMATION:**

JPS Account information will be provided upon request.

#### **EVALUATION PROCESS:**

The Chief Operations Officer (COO) or designee will evaluate all proposals submitted. After the bid opening, the COO will recommend one or more depositories for the Board of Trustees’ approval at the most appropriate regular school board meeting.

The criteria that will be used to make the selection include, but are not limited to, the following, not necessarily in the order listed:

1. Type of third-party institution holding collateral.
2. The financial strength of the institution.
3. Interest Rates offered on accounts.
4. Branch locations. Proposals should include a listing of all branches in Jackson (Proposal Document Form Item #3) and information detailing any negative remarks about the institution’s Community Reinvestment Act status over the past five (5) years.
5. Automated Clearing House (ACH) Service\*\* via the Internet for online banking, Federal/State Tax Payments, and Payroll Direct Deposit.
6. Services that are offered at no cost to the JPSD.
7. Other investment opportunities available to the JPSD through the bank.
8. And any additional services offered.

\*\*The JPSD requires full service provided by ACH in the following areas (but not limited to) the following: viewing of all JPSD deposits, inter-fund transfer capability, 24-hour account balance viewing, stop payments issued online, canceled check viewing with endorsements, federal/state tax deposits, payroll, and accounts payable direct deposits.

#### **ADDITIONAL INFORMATION AND RESERVATIONS:**

JPS reserves the right to request additional information regarding the bid after bids are opened, which will help determine the successful Bidder.

**JPS reserves the right:**

1. To award based on individual accounts, groups of accounts, or all Jackson Public School District accounts.
2. To reject any or all bids or any part thereof.
3. To waive any or all irregularities and formalities.
4. To designate one or more banks submitting bids as depositories and to deposit JPSD funds with any depository from time to time during the fiscal year according to the best interests of the Jackson Public School District, including but not limited to interest rate, cost, services offered and convenience to the Jackson Public School District.
5. Accept the bid that is the most responsive and responsible in the best interest of the Jackson Public School District.

Proposals cannot be withdrawn thirty (30) days after the bid opening date.

No bid proposals may be withdrawn once accepted by the JPS Board of Trustees.

JPS reserves the right to deposit any surplus funds, including bond funds and any surplus operating funds, with any bank qualified as a depository for state funds or as otherwise allowed by law.

The decision of the JPSD Board of Trustees shall be final.

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Jackson Public School District  
662 S. President Street  
Post Office Box 2338 - Jackson, Mississippi 39225-2338  
Telephone: 601-973-8582  
Fax: 601-960-8967



## DEPOSITORY PROPOSAL FORM

### JACKSON PUBLIC SCHOOL DISTRICT DEPOSITORIES FOR THREE (3) YEARS

Beginning July 01, 2023, through June 30, 2026

SUBMISSION OPENING DATE AND TIME: May 24, 2023, at 10:00 a.m.

LOCATION: Jackson Public School District  
Office of Finance and Operations: Purchasing  
662 S. President Street  
Jackson, MS 39201

For additional information or clarification, contact:

Mr. Earl Burke, Chief Operations Officer  
Telephone: (601) 960-8801  
E-mail: [eburke@jackson.k12.ms.us](mailto:eburke@jackson.k12.ms.us)

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#### FINANCIAL INSTITUTION INFORMATION

|                        |  |
|------------------------|--|
| Financial Institution: |  |
| Address:               |  |
| City, State, Zip Code: |  |
| Telephone Number:      |  |
| Fax Number:            |  |
| E-mail Address:        |  |

TO THE BOARD OF TRUSTEES OF THE JACKSON PUBLIC SCHOOL DISTRICT:

We, the Bidder, acknowledge and submit the following bid proposal for serving as the depository for the Jackson Public School District for the period beginning July 01, 2023, and ending June 30, 2026, and until new arrangements shall be made according to law. We have read all items in this form and initialed each to indicate our acceptance.

| Initials | Required Response Items  |
|----------|--|
|          | The Bidder certifies its current and ongoing compliance with all applicable Mississippi Code sections for Depositories of Funds of Local Governments as provided by Sections 27-105-315, 27-105-305, 27-105-5, and 37-7-333, Mississippi Code Ann. (1972). The Bidder will provide JPS with additional written assurances or evidence of its compliance upon request.  |
|          | The Bidding financial institution is thoroughly familiar with Sections 27-105-305, 27-105-315, and 27-105-5, Mississippi Code of 1972, and agrees to abide by the provisions thereof.  |
|          | The Bidder is insured by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, or any successors to such insurance corporations.  |
|          | The Bidder has met the primary capital-to-assets ratio of five and one-half percent (5 1/2%) or more as of June 30, 2023, and has received certification from the State Treasurer.   |
|          | The Bidder has ten (10) or more offices throughout the City of Jackson, Mississippi, reasonably close to JPS schools/locations.  |
|          | <p>The Bidder is a qualified public funds depository approved by the State Treasurer under sections 27-105-5 and 27-105-6, Mississippi Code Ann. (1972). The qualified financial institution shall secure those deposits by placing qualified securities on deposit with the State Treasurer as provided in Section 27-105-5.</p> <p>The Bidder agrees to remit a report detailing by entity and tax ID number to the State Treasurer and the average daily account balances for JPSD funds. The average daily balances are to be calculated at the end of the month or as otherwise required by the Mississippi State Treasurer or Mississippi State law. Bidder will comply with all legal deposit collateralization requirements, including either (check as appropriate):</p> <p>_____ Pledged securities will be in place for 105% of the average daily balances after appropriate allowances for FDIC (Federal Deposit Insurance Corporation) coverage., or</p> <p>_____ The Bidder satisfies the requirements of Section 27-105-5 (2) and 27-105-6, Mississippi Code Ann. (1972) and will meet its security obligation under the 52 ½% collateralization requirement of Section 27-105-5. The depositories are also required to report detailed collateral information. FDIC coverage will be allowed as provided by law.</p> <p>Suppose at any time the securities deposited with the Mississippi State Treasurer should depreciate or be deemed insufficient by the Mississippi State Treasurer. In that case, the undersigned financial institution agrees that upon demand by the Mississippi State Treasurer, it shall deposit additional securities (as required herein) with the Mississippi State Treasurer to ensure sufficient securities on deposit.</p> <p>As a condition to the acceptance of this bid, it is understood that failure on the part of the institution to deposit any additional security (as required herein) shall forfeit its rights as a depository, and all JPS funds in its hands shall be immediately returned to the JPSD.</p> |

|  |  |
|--|--|
|  | <p>The Bidder agrees to execute a Collateral Security Agreement and a Custodial Agreement with the JPSD in the form recommended by the State Auditor of the State of Mississippi and the Mississippi Bankers Association to comply with Section 1823(e) of FIRREA as necessary to ensure that the JPSD will possess a preferred claim to pledged securities in the event of default by the depository bank.</p> <p>All Collateral Security and Custodial Agreements will be executed before July 1, 2023. All current Agreements in force must be re-executed before July 1, 2023.</p> |
|  | The Bidder agrees to allow for collateralization under the Treasurer of the State of Mississippi Collateral Pool Program.  |
|  | The Bidder agrees to prepare monthly statements beginning with the first day of the month and ending with the last day of the month, showing debits, credits, balances, and sequential listing of cashed checks within five (5) working days of the statement closing date.  |
|  | The Bidder agrees to allow the Jackson Public School District to establish or maintain checking or savings accounts with no service charges or fees for deposits credited, checks paid, incoming or outgoing wire transfers, or returned deposit items.  |
|  | The Bidding financial institution agrees and understands that if this bid is accepted, this Bid Proposal Form shall be and constitute a part of the depository agreement between the undersigned and the Jackson Public School District.   |
|  | In addition, the Bidder agrees to provide the following services at no charge or a minimum charge to the Jackson Public School District:   |

| SERVICE PROVIDED<br>(Indicate if not available)                       | PROVIDED AT NO<br>CHARGE<br>(Indicate Yes or No) | DIRECT FEE OR SERVICE<br>CHARGE<br>(Indicate Fee or Charge) |
|---|--|---|
| Stop Payments   |  |   |
| Wire transfers in and out   |  |   |
| Night depository services   |  |   |
| Locking bank bags   |  |   |
| Keys for Night Depository Drop  |  |   |
| Pre-printed Deposit slips (2-part, NCR)                               |  |   |
| Checks, except for payroll and accounts payable clearing. (3 to page) |  |   |

|  |  |  |
|--|--|--|
| Re-deposit items @ least once  |  |  |
| Research/Statement Reproduction  |  |  |
| Automated Clearing House (ACH) ** internet capabilities related to (but not limited to): |  |  |
| Federal/State Tax Payments   |  |  |
| Online Banking   |  |  |
| Payroll Direct Deposit   |  |  |
| Stop Payment   |  |  |
| 24-Hour Balance Viewing  |  |  |
| Interfund Transfers  |  |  |
| Cancel Check Viewing & Endorsement   |  |  |
| CD of Cancelled Payroll and Accounts Payable Checks                                      |  |  |
| Banking software for bank-to-bank and book-to-book transfers                             |  |  |
| Sweep accounts   |  |  |
| Electronic transactions – detail fees if any   |  |  |
| Purchasing card program  |  |  |
| Reconciliation software  |  |  |
| Imaged checks  |  |  |
| Imaged deposits  |  |  |
| Overdraft fees   |  |  |



| SERVICE PROVIDED<br>(Indicate if not available) | PROVIDED AT NO<br>CHARGE<br>(Indicate Yes or No) | DIRECT FEE OR SERVICE<br>CHARGE<br>(Indicate Fee or Charge) |
|---|--|---|
| Remote deposit services                         |  |   |
| Any other fees – PLEASE LIST                    |  |   |
| ACH Alert (Fraud Alert)                         |  |   |
| Maintenance Fee                                 |  |   |
| Checks Paid and Debit Items                     |  |   |
| Items Deposited                                 |  |   |
| Electronic Credits                              |  |   |
| Uncollected Funds                               |  |   |
| Deposits  |  |   |
| Deposit Items Returned                          |  |   |
| Currency Straps Sold                            |  |   |
| Currency/Coin Deposited per \$100               |  |   |
| Check Cashing Fee                               |  |   |
| ACH Returns                                     |  |   |

|  |  |
|--|--|
|  | The Bidder agrees to provide ledger credit on the same day as deposits occur (holidays and weekends excepted, same-day credit on a wire transfer of funds from the federal and state government, and same-day credit on deposits made by the JPSD before 2:00 p.m.   |
|  | <p>The Bidder offers to pay the Jackson Public School District interest on all checking and money market accounts based on either of the following options to be selected by the JPSD:</p> <p><u>Fixed Rate:</u> The Bidder agrees to pay interest to the Jackson Public School District each month on the average daily investable balance of each checking and money market account based on a fixed, guaranteed annualized interest rate of _____ % (checking) and _____ % (money market)</p> <p><u>Variable Rate:</u> The Bidder will pay interest to the Jackson Public School District each month on the average daily investable balance of each checking account based on a variable</p> |

|  |   |
|--|---|
|  | <p>interest rate calculated from time to time as explained below (Attach additional sheets if necessary):</p> <p>The minimum rate that will be paid to the Jackson Public School District under this option is:<br/> _____ % (checking) and _____ % (money market).</p> <p>As of the date hereof, the interest rate under the variable option is:<br/> _____ % (checking) and _____ % (money market).</p> |
|  | Other than checking and money market accounts, the interest rate on any investments made with the depository will be subject to negotiation between the Bidder and the Jackson Public School District when such investment is made.   |
|  | The Bidder agrees to, if requested, offer advice on cash management and investment strategies necessary to utilize the Jackson Public School District's assets properly.  |
|  | The Bidder agrees to provide the information necessary to complete the annual audit at no charge to the Jackson Public School District or its auditors.   |
|  | The Bidder agrees and understands that if this bid is accepted, this Bid Proposal shall be and constitute a part of the depository agreement between the Bidder and the Jackson Public School District.   |

By my signature below, I represent that I am authorized to and do bind the offeror to the provisions of the attached proposal. The undersigned offers and agrees to fulfil the specified provisions outlined in the Request for Proposals. Furthermore, the undersigned fully understands and assures compliance with the Conditions of Solicitation and Standard Terms and Conditions contained in the RFP (Request for Proposals). The undersigned is fully aware of the evaluation criteria for approval in Vendor selection. I further certify respondent is in good standing and capable of providing the products/services included in the proposal submitted in response to the RFP.

Authorized Signature:

Type or Print Name:

Title of Person Signing:

Date of Signature:



## PROPOSAL SUBMISSION COVER PAGE

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

RFP Proposal # \_\_\_\_\_ RFP Title: \_\_\_\_\_

Submission Deadline Date and Time: \_\_\_\_\_

### VENDOR INFORMATION

Name and Title \_\_\_\_\_

Company Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Handwritten Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Addendums Acknowledge Yes \_\_\_\_\_ or no \_\_\_\_\_

1. This required cover page will be placed on the front of the Vendor's submitted proposal.
2. If this page is not displayed when the deadline opening date occurs, it will not be acknowledged or allowed to be presented for evaluation.
3. Place this page on the very front of the submitted documents.
4. This applies to all submitted proposals, whether mailed, hand-delivered, or emailed.

### *SUBMISSION COVER SHEET AND CONFIGURATION SUMMARY*

By my signature below, I represent that I am authorized to and do bind the offeror to the provisions of the attached proposal. The undersigned offers and agrees to perform the specified personal and professional services by provisions outlined in the Request for Proposals. Furthermore, the undersigned fully understands and assures compliance with the Conditions of Solicitation and Standard Terms and Conditions contained in the RFP. The undersigned is fully aware of the evaluation criteria for approval in Vendor selection. I further certify that \_\_\_\_\_ is an authorized dealer in good standing of the products/services included in the proposal submitted in response to the RFP.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Signature



## REQUEST TO ADD VENDOR

Post Office Box 2338

Jackson, Mississippi 39225-2338

Email: [sfarris@jackson.k12.ms.us](mailto:sfarris@jackson.k12.ms.us)

[bjones@jackson.k12.ms.us](mailto:bjones@jackson.k12.ms.us)

School/Department Requesting Vendor Addition \_\_\_\_\_

### To be completed by Vendor:

Please complete all sections and email or fax back to (601-960-8967).

Will your company accept purchase orders? \_\_\_\_Yes \_\_\_\_No

Note: An original JPS purchase order is required for all material purchases. Do not accept any order without a purchase order.

Are you an employee of the Jackson Public School District? \_\_\_\_Yes \_\_\_\_No

Product Line \_\_\_\_\_

PARENT COMPANY NAME: \_\_\_\_\_

Doing Business As (dba) NAME: \_\_\_\_\_

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                      This information will be used to track purchases from minority Vendors.

Minority Code:            ☐ Woman & Minority                      ☐ Minority  
                                 ☐ Non-Minority                                      ☐ Woman

Select One

Type of Entity:            ☐ Individual/Sole Proprietor                      ☐ Corporation  
                                 ☐ Partnership                                      ☐ Other \_\_\_\_\_

\*\*\*\*JPS accepts no responsibility for orders filled without a valid purchase order.

Submitted By: Signature: \_\_\_\_\_ Date \_\_\_\_\_

FOR INTERNAL USE ONLY

Vendor Number: \_\_\_\_\_ 1099: ☐ Yes ☐ No

Completed By: \_\_\_\_\_ Date: \_\_\_\_\_

The company's W-9 must accompany this form for IRS purposes and Certificate of Insurance for not less than \$1,000,000 as stated in Mississippi Code Section 31-7-139v)

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 RFP 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). All RFP shall be officially 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 RFPs (Request for Proposals) received and to waive any informalities. Vendors are encouraged to read all sections of this RFP document before 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 school district's educational needs. 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 services that meet the written specifications. All decisions rendered shall strive to achieve the most significant value from every tax dollar expended. JPSD shall make no discrimination based on race, color, creed, religion, or national origin, in the product evaluation process or in transacting business with Vendors or Vendor representatives.

The advertising and publishing of this RFP have 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 or services specified herein. This RFP document aims to clearly define "open" and "competitive" product or service RFP specifications. All items on this RFP must be as specified, or JPSD approved equal.

### **Addendums**

The Vendor shall acknowledge the receipt of all addendums issued during 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 Add RFP 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 this formal RFP is now 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 the unit and total price (extension); written price shall prevail in 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. JPSD will only accept pricing, which is stated in this manner. All items for which pricing is submitted that are 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. 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 satisfied.

It is mutually understood that invoices submitted against Multi-Year or Open Purchase Orders and remittances are processed based on the contracted scheduled agreement before the purchase order is 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 performance of ALL services indicated in the contracted agreement between the Vendor and JPSD for that period, following inspection if applicable. Any freight/shipping cost incurred for tangible items, such as books, pamphlets, handouts, materials needed for presentations, etc., must be included in the total price proposal submitted if applicable.

### **Performance Penalty**

The Vendor is subject to a 10% penalty on this agreement for the 2023-2026 school year if the academic objectives of this agreement are not satisfied. After the academic objectives are satisfied, the District will withhold 10% of the total contract for final payment.

### **Default and Delays**

Upon failure of the Vendor to deliver all 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 the cost is the same as initially accepted or any excess cost.

### **Damage to School Property**

Any damage or loss to JPSD property because 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**

By presenting an RFP under these specifications, each Vendor binds himself to ensure that all goods are entirely up to the standards set by the specifications. Should it be discovered within a reasonable period from the date of a 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 because of this RFP for a period equal to the stated guarantee/warranty in the specifications. All such warranties shall provide coverage as indicated in the specifications.

### **Acceptance and Award of RFP Proposals**

Once submitted and accepted as a valid RFP by JPSD, the Vendor's RFP proposal 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 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.

The contract award shall be made to the responsible Vendor whose RFP, conforming to the specifications, is deemed 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 needs to be completed 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). The Board shall approve all RFPs of Trustees before 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 because 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 become 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 from JPSD's RFP process. If the Vendor disagrees with any aspect of the RFP process, Vendor shall adhere to the following procedure.

The Vendor shall submit a letter or written statement of protest to the Purchasing Agent, with a copy to the Superintendent, identifying the RFP, including the 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. JPSD shall acknowledge no verbal protest.

Vendor protests must be received by the Purchasing Agent no later than five business days before the date of the Board meeting at which the Board is to act on the RFP that is the protest's subject. A review committee appointed by the Superintendent shall evaluate the protest and render a decision expeditiously. The review committee's decision shall be based on evidence presented by the Vendor, the Purchasing Agent, and other appropriate parties, to be determined at the committee's discretion.

At the committee's sole discretion, the committee may conduct a hearing on Vendor's protest. The review committee's decision 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 before 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. Suppose Vendor wishes to appeal the Superintendent's decision. In that case, Vendor shall deliver its appeal, in writing, to the Office of the Superintendent not later than noon 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 ultimate 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.



## INDEPENDENT CONTRACTOR DEBARMENT VERIFICATION FORM\*

|   |  |
|---|--|
| Subgrantee's/Contractor's Name  |  |
| Authorized Official's Name  |  |
| Complete Address  |  |
| Contact Number  |  |
| Are you currently registered with <a href="http://www.sam.gov">www.sam.gov</a> (Yes or No)? If yes, attach supporting documentation, and the DUNS number must be Active with unrestricted 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 you still need to, please register, and provide documentation of registration status. (Federal and State/Other fund requirements) |  |

### **FEDERAL DEBARMENT CERTIFICATION:**

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

### **STATE OF MISSISSIPPI REGISTRATION:**

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

### **PARTNERSHIP DEBARMENT CERTIFICATION:**

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

\_\_\_\_\_  
Original Signature of Contractor or Authorized Official

\_\_\_\_\_  
Date

*\*Project is being supported with federal funds if applicable*

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 so that the response may be accurately delivered and registered upon receipt. A designated official who is a legal representative of the Company must list the required signatures noted before submitting a sealed proposal.

Failure to comply with the above submittal instructions will cause proposals not to be registered, cataloged to the appropriate file, or received timely. The original documents must be displayed on all copies submitted by interested parties.

Please submit Original RFP Documents in the Format Outlined along with one (1) Copy and any Documentation submitted with the Proposal when Mailed or Hand Delivered to:

Any proposal not received by the stated 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.

Proposals received after the due date and time will NOT be considered. Only complete proposals will be accepted in the evaluation process and will be returned for revisions. No faxed or emailed copies will be accepted. The Proposal Cover Page is on page (22) of this document.

Please submit the proposal when mailed or hand delivered to the below address:

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