



**JACKSON  
PUBLIC SCHOOLS**

Transforming lives through  
excellent education

# **Jackson Public School District**

662 South President Street  
Jackson, MS 39201

Contact: Sharolyn Miller, Chief Financial Officer  
Project Administrator  
Telephone: (601) 960-8801  
E-mail: [smiller@jackson.k12.ms.us](mailto:smiller@jackson.k12.ms.us)

**RFQ Issue Date: January 06, 2021**

**Submission Deadline and Time: January 29, 2021, 10:00 a.m. CST**

**Re-Bid RFQ 2020-02**

**Name of Proposal: Property Manager and Commercial Real Estate  
Broker**

**PLEASE SUBMIT ORIGINAL RFQ DOCUMENTS AND FOUR (4) COPIES IN THE  
FORMAT/DESIGN ISSUED ALONG WITH OTHER DOCUMENTATION ATTACHED  
TO THE BACK OF PROPOSAL**

Proposals shall be submitted to the Business Office of the Jackson Public School District located at 662 South President Street, Jackson, MS 39201. Sealed proposals shall be delivered to the listed address at any time prior to, but not later than, **10:00 a.m. CST on January 29, 2021**. Proposals received after this time will not be accepted (in the event of hand delivery) or will be returned unopened to the proposer and the proposal will be automatically disqualified from the process. No proposals will be accepted electronically. The district is not liable for any costs incurred by proposers in replying to this RFQ.

**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 RFQ 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 RFQ 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 RFQ, if the item(s) is to be considered. Please carefully read each section of this RFQ.

**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" RFQ 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 RFQ or which are submitted after the deadline are subject to disqualification.
- Request additional information or conduct discussions with one or more respondents after the RFQ deadline, to secure a final selection to award RFQ should such action be in the best interest of JPSD.
- See Page Five (5) for further instructions

**I/WE UNDERSTAND AND AGREE THAT NEITHER THE AWARD OF THIS RFQ TO ME/US BY THE DISTRICT'S BOARD OF TRUSTEES NOR RECEIPT BY ME/US OF A NOTICE OF ACCEPTANCE OF THIS RFQ 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 \_\_\_\_\_

SIGNED \_\_\_\_\_

PRINT NAME \_\_\_\_\_

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 ☎ Fax: 601-960-8967  
 Email: [bjones@jackson.k12.ms.us](mailto:bjones@jackson.k12.ms.us)

**REQUEST TO ADD VENDOR**

To be completed by JPS School/Location:  
 School/Department Requesting Vendor Addition \_\_\_\_\_

To Be Completed by Vendor: Please complete all sections and return by fax or email.  
 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 or  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 \_\_\_\_\_

|                              |  |
|------------------------------|--|
| <b>FOR INTERNAL USE ONLY</b> |  |
| Vendor Number: _____         | 1099: <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Completed By: _____          | Date: _____  |

Company's W-9 must accompany this form for IRS purposes. Revised 11-08-18 bj

The Board of Trustees of the Jackson Public School District (hereafter referred to as "JPSD") is soliciting sealed, written formal RFQ proposals 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 RFQs 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 RFQ Opening Schedule (front page of the formal RFQ document), at which time all RFQs shall be publicly opened and read aloud. Neither dating of the RFQ form nor placing the RFQ in the mail by this date shall meet legal requirements; the formal RFQ 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 RFQs received and to waive any and all informalities. Vendors are encouraged to very carefully read all sections of this RFQ document prior to submitting an RFQ 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 RFQ proposals submitted and base all decisions on the "lowest and best" RFQ 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 RFQ 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 RFQs via this RFQ 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 RFQ document to clearly define "open" and "competitive" product or service RFQ specifications. All items on this RFQ are to be **as specified or JPSD approved equal**.

**Addendum:** Vendor shall acknowledge the receipt of all addendums that may have been during the course of this RFQ. 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 RFQ (e.g., pricing), in which case the Addendum shall not only be acknowledged below but shall be completed and attached to the RFQ at the time the RFQ proposal is submitted. Receipt of the following Addendum issued during the course of this formal RFQ is hereby acknowledged:

|                 |  |      |  |
|-----------------|--|------|--|
| Addendum Number |  | Date |  |
| Addendum Number |  | Date |  |
| Addendum Number |  | Date |  |

It is acknowledged that this RFQ 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**. The JPSD mainframe computer database is designed to accept only 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 RFQ 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 RFQ 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.

### **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 RFQ 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 RFQ for a period equal to the stated warranty/warranty in the specifications. All such warranties shall provide the coverage as indicated in the specifications.

### **Acceptance and Award of RFQ Proposals**

The Vendor's RFQ proposal, once submitted and accepted as a valid RFQ 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 RFQ specifications, all products and/or services contained therein. RFQ proposals are subject to acceptance by JPSD at any time within ninety (90) calendar days following the RFQ opening date. Consequently, all price quotations shall be effective for a minimum of ninety (90) calendar days and a maximum period as indicated in the specifications. All RFQs must be valid for the effective dates stated in the specification, if applicable.

Award of contract shall be made to the responsible Vendor whose RFQ, 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 RFQ, in part or in total, if the Vendor fails to submit the data required in the specifications, or if the RFQ 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 formal RFQ proposals shall be approved by the Board of Trustees prior to the award of the RFQ.

The Vendor shall be issued a purchase order document, which shall be deemed acceptance of the RFQ 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 RFQ. However, if in the opinion of JPSPD a contract document is required to authorize the award of the RFQ, Vendor agrees to sign and execute all such contract documents as required in the written specifications. NOTE: If Vendor policy requires that JPSPD sign Vendor contract documents, a sample of all such documents shall be included with the RFQ proposal and shall become a part of the Vendor's RFQ proposal.

### **Grievance Procedure**

JPSPD has adopted a Vendor Grievance Procedure to address and resolve any Vendor grievances or disputes resulting from or arising out of JPSPD's RFQ process. If Vendor disagrees with any aspect of the RFQ 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 RFQ, including RFQ 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 JPSPD. 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 RFQ 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 RFQ 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 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 RFQ that is the subject of the appeal. Appeals shall be presented to the Board at the meeting at which the Board acts upon the RFQ 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 RFQ, no appeals or protests will be acknowledged by JPSPD. The decision of the Board shall be final, subject to Vendor's right to pursue a legal remedy.

### **Submission of RFQ Proposals**

RFQs, once completed, should be placed in an opaque sealed envelope. On the outside of the envelope, list the vendor's name/address, RFQ number and title as they appear on the RFQ proposal in order that the RFQ may be accurately registered upon receipt. A responsible official who is a legal representative of the Vendor must sign the attached proposal form, in order for the RFQ to be valid and acceptable. An RFQ which is not signed is not binding on the part of the Vendor and therefore does not constitute an informality which may be waived by JPSPD. Please submit proposal to address listed below

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

**PLEASE SUBMIT ORIGINAL RFQ DOCUMENTS AND FOUR (4) COPIES IN THE FORMAT/DESIGN ISSUED ALONG WITH ANY OTHER DOCUMENTATION ATTACHED TO THE BACK OF PROPOSAL.**

# REQUEST FOR QUALIFICATIONS-PROPERTY MANAGER AND COMMERCIAL REAL ESTATE BROKER

## RFQ INTRODUCTION

The School Board of Jackson Public Schools requests proposals from qualified firms or individual(s) for property management and commercial real estate broker services. **The selected firm/individual(s) will assist the district in property management activities and provide guidance and direction on management of the district's 16<sup>th</sup> section and other district owned property.** The selected firm/individual(s) will be relied upon as a content expert for the management of the district's 16<sup>th</sup> section parcels as well as to provide analysis of other district-owned properties and/or buildings to provide guidance and direction on the most efficient uses of those properties.

This position requires an individual familiar with the management of property, including the strong ability to market properties for sale or lease. Properties under consideration for lease are principally 16<sup>th</sup> Section properties including a variety of land, individual buildings and "strip malls". Properties for sale include school buildings that are excess to the needs of the Jackson Public Schools District (JPSD) and other commercial properties owned by the JPSD.

## PRINCIPAL DUTIES

- Maintain up to date inventory and condition of buildings
- Identify and report repair requirements and maintain budget information on building upkeep
- Market buildings for lease or sale as appropriate to the type of property
- Broker leases and/or sale of JPSD properties
- Collect and report lease payments to the JPSD Office of the Chief Financial Officer
- Maintain reports on expenses and revenue

This position is a commission based compensation position to be paid quarterly based on the revenue generated each quarter. A percentage of lease revenue and a commission on sales is included in a base level of compensation.

The goal is to generate additional revenue for JPSD as well as cover all expenses associated with the properties and compensate this position from the leases and sales.

### Respondents must provide in their proposal:

- Approach to successfully marketing both 16<sup>th</sup> Section property and facilities identified as no longer useable for educational activities by JPSD
- Method of accounting for revenue and demonstrating financial responsibility for those funds
- Method for ensuring that property remains well maintained during the period of the lease
- Experience in Commercial Property Management and Real Estate
- Resumes of the principal individuals who will be involved in the management and brokering
- Proposal for compensation for the services provided
- Copy of State of Mississippi commercial real estate and/or broker's license
- At least three references from commercial property owners who have used management and/or brokerage services

## Evaluation:

The successful offer will be determined through a best value evaluation using the following criteria:

- Marketing strategy for properties
- Success in managing other commercial properties
- Proposal for compensation that demonstrates value to the JPSP and fair compensation to the Manager/Broker/Firm
- Experience of the Offeror

Criteria are in no particular order and are not weighted.

## **QUALIFICATION OF FIRM / INDIVIDUAL(S)**

- Describe the makeup of your client base, including your largest client (both corporate and public entity)
- Explain and give examples of the experience your organization has in providing property management and commercial real estate broker consulting services, including
  - length of time performing such services
  - retention of clientele
  - knowledge and/or experience with 16<sup>th</sup> section laws and regulations in the State of Mississippi
- Provide a minimum of three (3) references, preferably at least one (1) PK-12 public school district for which your organization has provided similar services. Please include in the reference the organization name, contact person, title, and phone number
- Provide your organization's mission and goals
- Provide your organization's structure, including any parent, sister, and subsidiaries
- Provide your organization's recent annual report or financial report, showing consistent generation of premium volume per fiscal year
- Describe any other qualifications or factors that your organization would like JPS to consider in the selection process

## **QUALIFICATION OF STAFF/ASSIGNED TEAM**

- Provide an organization chart for the office/location that will be assigned to provide these services.
- Provide team assignment and competency that reflects each staff member that will be assigned to provide these services. Please include summary of experience within your organization and any additional work history for team members.
- Describe availability of staff to travel to JPS locations for meetings upon request
- Describe any other qualifications or factors about the team assigned to JPS that your organization would like JPS to consider in the selection process

## **QUALIFICATION TO PROVIDE SERVICES**

In addition to the organization affirming its ability to meet scope of services, the district is seeking an organization and/or individual(s) that can demonstrate its capabilities from a technical perspective.

- Describe specific techniques that your organization uses to identify and manage commercial properties



- Provide a brief description of the approach your organization and assigned team would take in reviewing JPS's properties in order to provide recommendations for leasing and/or development opportunities
- Describe how your organization and assigned team keeps its clients informed of current market conditions, developments affecting the client's industry, other factors that could affect its property management program

## **COST OF SERVICES**

Your organization agrees that the bid submitted is based on a flat, commission paid fee for the services to be provided as outlined in this RFQ. A breakdown of the fee by coverage line is not necessary. The fee shall include all costs associated with the performance of the contract including travel and out-of-pocket expenses incurred by the organization, its parent, sister, or subsidiary companies and contractors.

JPS agrees to pay quarterly commission due 45 days from the date of invoice received for the preceding quarter of revenue generated.

Pricing must remain firm for one (1) year from date of award. Proposal must also include pricing for years 2 and 3.

The district reserves the right to request a best and final offer from Offerors during the evaluation process.

The district intends that the contract, if awarded, is for a period of one (1) year with an option to extend up to two (2) additional years.

## **SELECTION**

The district's evaluation team will initially determine if a proposal satisfies the requirements stated in this Request for Qualifications and shall evaluate each proposal on the criteria listed below. The award of a contract resulting from this Request for Qualifications shall be based on the best proposal received in accordance with the evaluation criteria stated below:

- Cost
- Experience in Business and Financial Stability
- Expertise of Personnel, Staffing, and Management Capability
- References

JPS reserves the right to consider all relevant and reasonable criteria in selecting the successful proposer, which may or may not be expressed in this specification description.

The Board of Trustees has adopted a minority participation policy (attached) that should also be considered when submitting a proposal. The proposal should indicate the percentage of minority participation in the proposal.

Any explanation or statement which the proposer wishes to make must be placed in the same envelope with the proposal and attached thereto, but shall be written separately and independently of the proposal. Unless the proposer so indicates, the proposal shall be in strict accordance with the specification requirements.

While price is an important element that JPS will consider, many other factors will also be considered and the contract may not be awarded to the lowest dollar amount proposer. This document is a Request for Qualifications and the district is seeking a solution as described herein, **not a bid** meeting firm

specifications for the lowest price. Competitive sealed proposals will be evaluated based on criteria formulated around the most important features of the service, of which experience, references, and availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards, which measure how well a vendor's approach meets the desired requirements and needs of the district.

Proposers must satisfy themselves, upon examination of these specifications, as to the intent of the specifications. After the deadline for submission of proposals, proposers shall make no complaints or claims regarding ambiguity or misunderstanding of the proposal specifications.

Proposers may withdraw a proposal, in writing, at any time up to the actual proposal due date and time, if the proposal has already been submitted to the JPS Business Office. To accomplish this, the written request must be signed by an authorized representative of the proposer and submitted to the JPS Business Office. If a previously submitted proposal is withdrawn prior to the proposal due date and time, the proposer may submit another proposal at any time up to the proposal due date and time. Withdrawal of a previous proposal must also be requested in writing, signed by an authorized representative of the proposer and submitted to the JPS Business Office.

All proposals shall be deemed final, conclusive and irrevocable and no proposal shall be subject to correction or amendment for any error or miscalculation, unless the correction or amendment is submitted to JPS prior to the deadline for receipt of proposals and in the same manner as the initial proposal was submitted.

An electronic version of the RFQ is available on the district's web site:

[www.jackson.k12.ms.us/BusinessOffice/RFPs& and Bid Notices](http://www.jackson.k12.ms.us/BusinessOffice/RFPs&andBidNotices)

Any questions concerning this RFQ must be submitted, in writing, by mail, fax or e-mail (preferred) by 12:00 p.m. CST, **January 15, 2021**, to the contact person listed herein. Proposers shall submit any questions or exceptions they have concerning the RFQ during this period in the RFQ process. If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFQ, the proposer should immediately notify the point of contact of such error and request modification or clarification of the RFQ. Corrections and Questions and Answers also will be posted on the district's website (link above) by 4:00 p.m. CST, **January 19th, 2020**.

The Board of Trustees (referred to hereafter as the "Board") of JPS reserves the right to reject any and all proposals and to waive any informalities, irregularities or technicalities in any proposal. The contract will be awarded, if at all, to the most responsible proposer meeting the specifications in this RFQ, as determined by the Board. Proposals should be submitted on the premise that JPS intends to contract with only one (1) proposer to provide all services. While the financial responsibility of the proposer is a significant concern, the Board is equally concerned with the proven ability of the proposer to satisfactorily perform the contract.

Proposals will **not** be publicly opened.

After proposals have been received, the district reserves the right to select the proposer or proposers deemed the most qualified on the basis of the factors and criteria set out in this RFQ, but not limited thereto, and to conduct negotiations with said proposer or proposers for the award of a contract.

Top scoring proposers (based on an evaluation of the written proposal) may be required to, at their expense, participate in interviews, presentations, and/or site visits to support and clarify their proposals, if requested by the District. The District will make every reasonable attempt to schedule each presentation at a time and location that is agreeable to the proposer. Failure of a proposer to participate in the interview, presentation and/or participate in a site visit on the date scheduled may result in rejection of the proposer's proposal.

All proposers shall submit a sample contract integrating the requirements specified herein as part of their proposal. It shall be executed by the proposer as an offer to JPS to contract on the terms specified therein.

All proposals submitted will become the property of the Jackson Public School District and **will not** be returned. Proposals must remain open and valid for a period of 90 days from the opening date, unless the time for awarding the contract is extended by mutual consent of the proposer and the district.

Proposers may designate those portions of their proposal which contain trade secrets or other proprietary data, which they wish to remain confidential. Those data should be highlighted in "bold" text within the document and marked/designated "Confidential."

If the district does not agree that such data, or any portion thereof, is confidential, the proposer shall be notified, in writing, what portions of the proposal the district may, or may be required to disclose, unless the proposer withdraws his proposal.

The contract shall not be assigned or subcontracted without the prior, written consent of the Board of JPSD.

## **RESTRICTION OF CONTACT**

From the issue date of this RFQ until the Board selects a respondent for award, the contact person listed is the **sole** point of contact concerning this RFQ. At no time should any contact be made with any other district employee, school board member, etc. **If it is discovered that a responder, any representative of the responder, vendor and/or vendor representative has engaged in any violations of this condition, the vendors' response may be rejected or contract award rescinded.** All vendors must agree not to distribute any part of their submission. Any vendor that shares information contained in its submission with other district personnel and/or competing vendor personnel may be disqualified.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFQ, revisions/amendments and/or supplements will be provided to all known recipients of this initial RFQ and posted to the district's website at: [www.jackson.k12.ms.us/BusinessOffice/RFPs& Bid Notices](http://www.jackson.k12.ms.us/BusinessOffice/RFPs&BidNotices)

Each proposal shall stipulate that it is predicated upon the terms and conditions of this RFQ and any supplements or revisions thereof.

JPS may exclude a contractor or its subcontractor from participating in this RFQ process and/or terminate the contract if the contractor, subcontractor or its principal(s) have been debarred or excluded from doing business with the federal government.

## **COLLUSIVE PROPOSING**

In submitting a proposal, the proposer certifies that the submission is made without any previous understanding, agreement or connection with any person, firm, or other entity and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

## **CONTRACT CANCELLATION**

In the event the Contractor at any time fails to materially comply with, perform, and/or adhere to any part of the contract to be performed by the Contractor, its agents or employees, the Board may, at any time in its discretion, terminate the Contract without penalty upon thirty (30) days written notice to Contractor.

## SUBMITTAL FORMAT

Organizations who wish to be considered must submit an original and four (4) copies of their response. All submissions become the property of the district and will **not** be returned.

No addenda will be issued later than seven (7) days prior to the date for receipt of proposals. Each proposer shall ascertain prior to submitting their proposal that all addenda have been received. Any addenda issued will require a signature acknowledging receipt of such.

Each proposal **must include the additional** form provided within this document and must be contained in a sealed envelope, which shall be endorsed on the outside with the following information:

- **PROPOSAL FOR PROPERTY MANAGER AND COMMERCIAL REAL ESTATE BROKER**
- Name and Address of Proposer
- Date and Time due

Proposals shall be submitted to the Business Office of the Jackson Public School District located at 662 South President Street, Jackson, MS 39201. Sealed proposals shall be delivered to the listed address at any time prior to, but not later than, **10:00 a.m. CST on January 29th, 2021**. Proposals received after this time will not be accepted (in the event of hand delivery) or will be returned unopened to the proposer and the proposal will be automatically disqualified from the process. No proposals will be accepted electronically. The district is not liable for any costs incurred by proposers in replying to this RFQ.

## POINT OF CONTACT

**Direct all inquiries concerning this RFQ to:**

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