

# Jackson Public School District



662 South President Street

Jackson, MS 39201

Contact: Attorney JoAnne Nelson Shepherd, General Counsel

Project Administrator

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**RFQ Issue Date: March 29, 2019**

**Submission Deadline and Time: Monday, April 15, 2019(10:00 CST)**

**RFQ 2019-01**

**Name of Proposal: Insurance Broker and Consulting Services**

**PLEASE SUBMIT ORIGINAL RFQ DOCUMENTS AND ONE COPY 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 April 15, 2019**. 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 \_\_\_\_\_  
WRITE OUT  
SIGNATURE \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_

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



Jackson Public Schools

Post Office Box 2338 - Jackson, Mississippi 39225-2338

Telephone: 601-960-8799 ☎ Fax: 601-960-8967

Email: [jewalker@jackson.k12.ms.us](mailto:jewalker@jackson.k12.ms.us) or [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 \_\_\_\_\_

#### FOR INTERNAL USE ONLY

Vendor Number: \_\_\_\_\_ 1099: ☐ Yes ☐ 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; JPSPD 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. JPSPD 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 JPSPD 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 JPSPD 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 JPSPD whether said cost is the same as originally accepted or any excess cost.

### **Damage to School Property**

Any damage or loss to JPSPD 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 JPSPD 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, JPSPD 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 guaranty/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 JPSPD, shall be deemed by both parties to constitute a legal and binding offer on the part of the Vendor to sell to JPSPD as per the terms of the rfq specifications, all products and/or services contained therein. RFQ proposals are subject to acceptance by JPSPD at any time within forty-five (45) calendar days following the rfq 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 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 JPSPD, price and all other factors considered. The Vendor acknowledges the right of JPSPD 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 JPSPD (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 ONE COPY IN THE FORMAT/DESIGN ISSUED  
ALONG WITH ANY OTHER DOCUMENTATION ATTACHED TO THE BACK OF PROPOSAL.**

# PROPOSAL FOR INSURANCE BROKER AND CONSULTING SERVICES

## RFQ INTRODUCTION

The School Board of Jackson Public Schools requests proposals from qualified firms for insurance broker and consulting services. The selected firm will solicit insurance coverages on behalf of JPS and provide support services to the JPS Risk Management department. The selected firm will be relied upon as a content expert for the analysis of risk exposures for organizations similar to JPS and provide recommendations from a risk management perspective in order to maximize funds utilized for insurance and claims. The selected firm will be expected to offer or help facilitate the following broker and consulting services:

- Analyze and Recommend risk control options to JPS
- For risk and coverages JPS elects to transfer risk to insurers, market and negotiate terms and conditions at the most reasonable costs
- Suggest or facilitate loss prevention measures
- Assist or facilitate claims mitigation and coordinate with carriers where necessary

## OVERVIEW OF CURRENT RISK MANAGEMENT PROGRAM

The Risk Management department of the Jackson Public School District maintains a risk management program as allowed by Mississippi law, which includes, but is not limited to the analysis of risk and exposures, coverage recommendations, the procurement of insurance, the election to maintain a self-insured program for certain risk exposures, the administration of claims, and the oversight of loss prevention in coordination with operational departments.

The current program includes the following policies in place:

POLICY	LIMITS	EFFECTIVE DATES
<b>2018-2019</b>		
Fine Arts	75,000	02/27/2019
Student Professional Liability	\$1,000,000/3,000,000	12/22/2019
General Liability	500,000/1,000,000	07/01/2019
Auto Physical Liability	Auto values	07/01/2019
Auto Liability	500,000	07/01/2019
School Board/Employment Practice	1,000,000/2,000,000	07/01/2019
Sex Abuse	500,000/500,000	07/01/2019
Property	659,786,751 TIV	07/01/2019
Law Enforcement Liability	500,000/1,000,000	07/01/2019
Cyber	1,000,000/1,000,000	07/01/2019
Crime	50,000.00	07/01/2019
Workers' Compensation	Statutory Limits	10/01/2019

As the second largest school district in the state, Jackson Public Schools desires to be a leader in providing a safe learning environment for its students, safe workplace for its employees & volunteers, along with reasonable consideration for its visitors. JPS' Risk Management provides guidance to the operations and teaching & learning divisions from an enterprise risk management perspective. Risk Management is seeking assistance from the awarded insurance consultant for additional services that may help achieve these goals.

## **QUALIFICATION OF FIRM**

- 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 insurance broker and consulting services, including
  - length of time performing such services
  - retention of clientele
  - access to additional services, such as loss prevention services and claims consulting services
- Provide a minimum of three (3) references, with at least one (1) K-12 public school district for which your organization has provided similar services. Please include reference the organization name, contact person, title, and phone number
- Provide your organization's mission and goals
- Provide your organization's structure, including 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:
  - Principal broker (Account Executive) responsible for the accountability of the service of the account and services provided to JPS.
  - Service representative (Account Manager) responsible for the day to day servicing of the account provided to JPS.
  - Content expert (if any) whether local, regional or national that may be available for consulting services upon request that may be available for consulting services as needed.
  - Other staff members, whether local, regional or national that may be available for insurance broker or consulting services upon request.
- 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 Risk Management department is seeking an organization that can demonstrate its capabilities from a technical perspective.

- Describe specific techniques that your organization developed or uses for exposure identification and loss forecasting.
- Provide a brief description of the approach your organization and assigned team would take in reviewing JPS's risk management program in order to provide recommendations for risk controls, whether risk transfer, mitigation, retention or risk financing techniques
- 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 risk management program
- Given an example of a creative or innovative approach your organization took to solve a specific service need or significant cost savings to a client.
- Loss Control Services
  - Within the annual fee, describe any ancillary services or resources that your organization can provide to assist its clients with loss prevention, loss control, loss forecasting. Such services can be provided by parent, sister or subsidiary company or third party provider.
  - Not included in the fee but can be made available for additional fee, describe any ancillary services or resources that your organization can provide or help facilitate that could assist JPS with loss prevention, loss control, loss forecasting. Such services can be provided by parent, sister, or subsidiary company or third party provider. Please include example and associated costs. If proposing these services on an hourly rate basis, please include hourly rate, number of hours annually, estimated maximum cost.
- Claims Consulting/Mitigation
  - Within the annual fee, describe any ancillary services or resources that your organization can provide to assist its clients with the mitigation of claims and claims consulting in coordination or addition to JPS's third party administrator. Such services can be provided by parent, sister or subsidiary company or third party provider.
  - Not included in the fee but can be made available for additional fee, describe any ancillary services or resources that your organization can provide or help facilitate that could assist JPS with mitigation of claims and claims consulting. Such services can be provided by parent, sister, or subsidiary company or third party provider. Please include example and associated costs. If proposing these services on an hourly rate basis, please include hourly rate, number of hours annually, estimated maximum cost.

## COST OF SERVICES

Your organization agrees that the bid submitted is based on a flat, annual 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.

- Commissions paid by insurers – Your organization agrees that no other compensation, gifts, or special considerations will be accepted from insurers for any coverage or service purchased on behalf of JPS. If an insurer refuses to waive commission and commission is paid to or retained by your organization, then your organization shall disclose said commissions within 30 days and offset this fee by said amount.
- Wholesale broker commissions – JPS acknowledges coverage may be purchased through the assistance of a third party, such as a wholesale broker. Your organization agrees to disclose within 30 days any commissions or compensation paid to or retained by such third party. The

selected vendor agrees to cap the amount the third party can be compensated and acknowledges that this amount is not included in the broker fee. Any amount in excess of the capped amount shall be disclosed and offset this fee by said amount.

- Catastrophic Event – JPS acknowledges that in the event of a catastrophe whereby JPS shall require additional services, JPS Risk Management and your organization agree to negotiate and agree upon a Catastrophic Event fee, whether hourly or flat rate to be billed monthly during the time of services. JPS and your organization must agree that a catastrophic event has occurred before proceeding with the terms of this section. Your organization agrees to provide a breakdown of hours, clerical and professional services for services provided as a Catastrophic Event, no matter if billed as flat fee or hourly fee.
- Ancillary Services – JPS acknowledges that services, such as Loss Control, Loss Prevention, Claims Mitigation and Claims Consulting may be included in this bid based on specific offered services that JPS Risk Management may or may not elect to utilize or purchase. Your organization may submit your bid with these services separated out from the flat annual broker fee.
- Services Added – JPS and your organization acknowledge that the needs of JPS may warrant the need for additional service outside of the existing Scope of Services provided herein. Broker services, whether for existing or new coverages, shall not alter the agreed upon flat annual fee. Consulting services, as provided within the scope of services here, shall not alter the agreed upon flat annual fee. However, should JPS require additional services, your organization and JPS Risk Management will agree upon the scope of the additional services and the fee to apply for such additional services. Your organization agrees to provide a breakdown of hours, clerical and professional services for services provided as a Services Added, no matter if billed as flat fee or hourly fee.

JPS agrees to pay the flat annual fee within 45 days from the date insurance coverages take place (currently July 1 and/or October 1).

Pricing must remain firm for one (1) year from date of award. Proposal must also include pricing for years 2 and 3. At the end of each contract term, the awarded vendor may request a price re-evaluation. Price re-evaluations should be submitted to the district's General Counsel ninety (90) days prior to the contract term expiration date accompanied by a justification of price re-evaluation. The district may, at its discretion:

- Accept the proposed price re-evaluation
- Reject the proposed price re-evaluation
- Suggest an alternative price re-evaluation

If the district rejects the proposed price re-evaluation and a negotiated price is not achieved the awarded vendor may:

- Continue with the existing pricing; or
- End the contract

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

In the event the pricing submitted by (a vendor or vendors) exceeds available funds the district reserves the right to negotiate an adjustment of price with the vendor(s).

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& and Bid Notices)

Any questions concerning this RFQ must be submitted, in writing, by mail, fax or e-mail (preferred) between April 1-5, 2019, 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 Attorney JoAnne Nelson Shepherd of such error and request modification or clarification of the RFQ.

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 JPSP.

## 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 INSURANCE BROKER AND CONSULTING SERVICES
- 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 April 15, 2019**. 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:

Attorney JoAnne Nelson Shepherd  
General Counsel  
601-960-8916  
[jnelson@jackson.k12.ms.us](mailto:jnelson@jackson.k12.ms.us)

## MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION POLICY

### **Section I: Introduction**

The Board of Trustees (hereinafter the “Board”) has adopted a Minority/Women Business Enterprise Participation Policy (hereinafter the “Policy”) to encourage the development of minority and women business enterprises and to promote equal business opportunities in the district and the community. It is the intent of the Board to foster competition among contractors, suppliers, and vendors that will result in better quality and more economical services rendered to the district. Under this policy, the Board has established, as a goal, that twenty percent of all “discretionary expenditures” of the District be awarded to minority business enterprises as allowed by Miss. Code Ann. §31-7-13(s). However, in no case shall twenty percent minority participation be the conclusive factor in determining the successful bidder. Contractors shall indicate on their bid proposals their good-faith efforts to procure MBE participation.

### **Section II: Definitions**

“Minority Business Enterprise (“MBE”) shall mean a business which is an independent and continuing enterprise for profit, performing a commercially useful function and is owned by a majority of persons who are United States citizens or permanent resident aliens (as defined by the Immigration and Naturalization Service) of the United States, and who are Asian, Black, Hispanic or Native Americans, according to the following definitions:

- (i) “Asian” means persons having origins in any of the original people of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.
- (ii) “Black” means persons having origins in any black racial group of Africa.
- (iii) “Hispanic” means persons of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands regardless of race.
- (iv) “Native American” means persons having origins in any of the original people of North America, including American Indians, Eskimos and Aleuts.

“Women Business Enterprise” (“WBE”) shall mean a business which is an independent and continuing enterprise for profit, performing a commercially useful function and is at least fifty-one percent (51%) owned and controlled by one or more females, and certified as such by the City of Jackson, or by the Jackson Public School District.

A “Certified MBE/WBE” shall mean an MBE or WBE which meets the requirements of the City of Jackson or alternatively, the Jackson Public School District. A list of all pre-certified MBEs and WBEs will be maintained by the District in the Business Office, 662 South State Street, Jackson, Mississippi.

### **Section III: Equal Business Opportunity**

It is the policy of the Jackson Public School District (hereinafter “JPSD”) to promote full and equal business opportunities for all persons doing business with the Jackson Public School District, regardless of race, sex and national origin. It is the ultimate goal of Policy DIEJA to promote a business climate that will help to prevent discrimination against minorities and women and promote more competition among vendors, suppliers, and contractors of the district.

The district will seek to increase minority and women participation for contracts that require only informal quotes. These efforts will be for purchases between \$1,500 and \$5,000. Additionally, the district will seek to increase its minority and women participation in the area of professional services to 20%.

The Board has established as a goal of at least twenty percent (20%) of the total “discretionary expenditures” of the district to be provided by minority and women business enterprises (hereinafter “MBE/WBEs”). While the policy provides for voluntary participation and is dependent upon race-neutral and gender-neutral considerations, contractors are encouraged to comply with the Board’s policy. The Board shall annually review the policy, including race/gender– neutral remedies, to determine its effectiveness.

#### **A. Good Faith Efforts**

The Board shall require contractors to demonstrate good faith efforts to obtain the goal of the 20% participation of MBE/ WBEs in all levels of the contracting process. The contractor shall indicate its efforts to obtain minority and women participation on its bid proposal. Failure to do so shall subject the contractor to a rejection of its bid for nonresponsiveness. The district shall determine if the contractor made a good faith effort to procure MBE/WBE participation.

#### **B. Reporting Requirements**

Contractors shall submit with the bid proposal and each payment requested, or as otherwise required by the district, a report detailing its activities and accomplishments relating to MBE and WBE participation. The report shall include the following information relative to the particular project: the name of the MBE/WBE subcontractor, type of service or commodity provided by the MBE/WBE subcontractor, dollar amount of each MBE/WBE subcontract, and total dollar amount and percentage of subcontracts awarded to MBEs or WBEs. Failure to submit the required report may be deemed noncompliance with the contractual requirements or a breach of contract by the contractor at the option of the district. Noncompliance may result in the district withholding payment and, in appropriate instances, termination of the contract. Findings of noncompliance will be forwarded to the legal department for review.



#### **Section IV: Race/Gender – Neutral Remedies**

The board recognizes that race/gender – neutral remedies may be effective tools used to increase WBE/MBE participation. Therefore, the district will continue to explore these remedies. The remedies will include, but will not be limited to, the following:

- Technical assistance techniques to identify and increase the participation of MBE/WBEs in the district's contracting and subcontracting opportunities
- Continuation of the joint certification process with the City of Jackson
- Continuation of legislative efforts to assist with bonding requirements

The district will annually review the success of these measures in order to determine the extent to which the measures can provide equitable access to the district's contracting and subcontracting opportunities.

It is the intent of this policy to comply with all applicable local, state and national legislation and case law concerning the purchasing process, and therefore not the intent to discriminate against nor show favoritism toward any individual or group because of race, color or creed. The JPSD shall not sacrifice product quality for lower pricing, but shall make all purchases in the best interest of the students of the school district and the taxpaying public. It shall be the primary responsibility of the District Counsel's Office, with assistance of the Purchasing Department, to insure that this policy is followed, and that all actions regarding the requisitioning and purchasing process comply with all applicable purchasing statutes as well as the defined goals relative to MBE/WBE participation.

SOURCE: Jackson Public School District, Jackson, Mississippi  
LEGAL Miss. Code Ann. §31-7-13(s); City of Richmond v. J. A. Croson, 488 U.S. 469,  
SOURCES: 109 S. Ct. 706 (1989); Adarand Constructors, Inc. v. Peña, 515 U. S. 200, 115  
S.Ct. 2097 (1995)  
DATE: November 17, 1997

REVIEWED: December 6, 2016

April 4, 2017