



## **JACKSON PUBLIC SCHOOL DISTRICT**

### **DISTRICT-WIDE COMMUNITY/FACILITY DEVELOPMENT PLANNING**

# **PROPOSAL GUIDELINES**

## **INTRODUCTION**

This document serves to provide clear guidelines for individuals and groups interested in submitting proposals to repurpose closed school properties within the Jackson Public School District (JPS). By adhering to the requirements outlined herein, proposers equip the JPS School Board with the necessary information to evaluate each offer effectively. The submitted materials should collectively create a comprehensive proposal package, enabling the Repurposing Team to assess its merits and make a recommendation to the JPS Board, which will ultimately decide whether to move forward with the project. Should the Board approve a proposal, the Respondent will begin working with JPS counsel to sign a purchase and sale agreement. Once an agreement is finalized, the agreement, proposal, and a resolution naming the property as 'surplus' will return to the JPS Board for a final vote before closing will be finalized.

Offers shall include each item in the order outlined below, with each item marked to indicate the section number. The information submitted will be used by JPS to evaluate the offers based on the following criteria:

### **1. EXECUTIVE SUMMARY**

Provide an overall project description and vision for the project. Include the following:

- Description of the basic project function
- Anticipated community benefits
- Compliance with Mississippi Code **§ 37-7-451** and other applicable governing laws and codes for the Disposition of Property Not Needed for School Purposes

### **2. RESPONDENTS INFORMATION**

- Legal Name of Lead Entity/Agency.
- Office Physical Address.
- Mailing Address.
- Primary Contact Name & Information.
- Lead Entity/Agency Website Address.
- Resumes/Bios of Key Individuals/Team Members. Should include the following:
  - An architect licensed in the state of Mississippi
  - Financial Services Provider
  - Attorney who will represent the Respondent in contract negotiations should the Board approve the project to move forward.
- List of Partner Organizations and their Roles in the Project

### 3. PROPOSED TERMS

**Provide the proposed (or desired) purchase and/or lease terms required for project feasibility.  
(\*16<sup>th</sup> Section Land proposals will be considered For Lease ONLY.)**

<u>For Purchase</u>	<u>For Lease*</u>
<ul style="list-style-type: none"><li>• Purchase Price</li><li>• Earnest Deposit</li><li>• Due Diligence Time/Contingencies</li><li>• Closing Date</li></ul>	<ul style="list-style-type: none"><li>• Lease Term</li><li>• Lease Rate</li><li>• Collateral Offered</li><li>• Any Options Requested</li></ul>

### 4. STATEMENT OF QUALIFICATIONS

- A concise overview of the Respondent's relevant experience, demonstrating their capability to execute the proposed site reuse. Include supporting documentation.
- Outline the Respondent's financial capacity to undertake the proposed site reuse, supported by relevant documentation. These include but are not limited to:
  - Audited financial statements
  - Prior year balance sheet
  - Current bank statement
  - Loan commitment letters or pre-approval letters from a lender
  - Letter of credit
- Disclose any pending or recently resolved lawsuits involving the Respondent, its project partners, officers, or employees. For each disclosure, specify whether the party was/is a plaintiff or defendant and provide the outcome of the lawsuit, if resolved.
- Confirm whether the Respondent, its project partners, or any affiliated entities have ever filed for bankruptcy.
- Verify if the Respondent, its project partners, or any affiliated entities have ever been prohibited from conducting business in Mississippi.
- Furnish a list of references from financial institutions and other entities showcasing the Respondent's track record and standing. Include contact information for verification. **See page 10 of this document.**

If the respondent possesses construction or development experience, include the following:

- Detailed project description that you have worked on, with emphasis on those that are similar in scope to the project being proposed.
- Sources and uses budget for previous projects.
- Recent dated photographs showcasing the project, along with a status description.
- Description of community participation, outreach efforts, and the resulting community benefits.
  - Preference will be given to direct comments from community members.
- Contacts that include name, email address, and/or phone number that enables the District to verify the information.

## 5. PROJECT OR REUSE DESCRIPTION

- Please include a description of the proposed reuse of the Site sufficient to provide the District and local stakeholders with an understanding of the project and how it supports the District's objectives of promoting the well-being of the local community as well as the financial strength of the District.
- Please address the following in your description (as applicable):
  - **SITE STRATEGY:**
    - BASIS OF APPROACH: Reuse of the building vs. demolition/new construction vs. reuse + new construction
    - USE: Proposed use(s) of land and/or building
    - DESIGN: Specifications for any new construction or alterations and plans if available
    - ZONING: Indication as to whether rezoning, special permits/licenses will be required from the city and/or other agencies, and proposed new zoning
  - **OPERATIONAL STRATEGY/BUSINESS PLAN:**
    - BUSINESS CASE: Demonstration of the need/market for the proposed project (market study not required for submittal, however, the District is looking for the Respondent to demonstrate the demand for the proposed use, proximity to other locations/entities that provide similar services/products, etc.)
    - MARKETING: Description of marketing approach for any residential/commercial/community use of the site, as well as management/operation of the facility
    - For projects that include a **RESIDENTIAL** housing component, please include estimates of the following:
      - Number of units & square footage/unit
      - Unit mix (number of BDR/BA, affordable vs market rate, senior facility, etc.)
      - Rental vs ownership of units and projected monthly rents and/or unit sales prices
      - Facility and unit amenities

**NOTE: Affordable, safe, and secure housing is a priority for JPS as it impacts our students and their families, as well as our staff. Offers that include affordable housing that is accessible to JPS students/staff will be prioritized during the internal review/evaluation process.**

- If the proposed project is **COMMERCIAL OR MIXED USE**, please include estimates of the following:
  - Unit mix and square footage/unit.
  - Possible/confirmed tenants.
  - Lease rates.
  - Facility and unit amenities.

- Days and hours of operation, including special events, and rentals of the grounds/building(s) that provide an understanding of the intensity of use of the site and potential implications for traffic and parking.

– **ACCESS AND COMMUNITY BENEFITS PLAN:**

- ACCESS: Proposed community access/use of the site and neighborhood benefits, if applicable

**NOTE: It is expected that the Respondent and Neighborhood Organizations will enter a Benefits Agreement that will be recorded with the Warranty Deed. This instrument outlines the community benefits associated with the redevelopment of the property. For more information, please see the Repurposing Process Overview on the Repurposing website.**

- COMMUNITY CONCERNS: In advance of the questions that the community may voice, describe how the proposed project will address the following possible community concerns: traffic, access to site, parking, trash, noise, light pollution, maintenance of the site/building, and/or how the project compliments the surrounding neighborhood (scale, height, type of use, etc.)

**NOTE: JPS and the Respondent will enter a Property Use Restriction Agreement that is recorded with the Warranty Deed to ensure that the Respondent follows through on the project as represented to JPS and the community.**

## 6. CAPITAL STRATEGY

- Include a sources and uses statement of funds, including proposed and secured financing sources. For each source of funds, indicate if it is secured or pending. Where pending, give detail on how you plan to secure it and a timeline to do so. Include this in your project schedule. **See Section 7.**
- If the Respondent expects to apply for local/state/federal public assistance (tax abatement, TIF, tax credits, etc.), outline this in the response and describe the efforts made to date to secure this source of funding.

## 7. SCHEDULE

- Submit a schedule, which includes phasing, if applicable, indicating:
  - Dates for major milestones, such as start of project design,
  - Completion of rezoning/entitlements/tax incentives, if applicable,
  - Securing financing sources,
  - Execution of the purchase and sales/lease agreement,
  - Closing,
  - Construction bids,

- Start of construction, and
  - Date of occupancy.
- In addition, the Respondent shall indicate the desired term of the option or lease period, if applicable.
- If Closing is contingent upon securing funding sources, please indicate the timeline for requesting and securing funding.
- Outline Respondent's success in securing these funding sources on past projects.

**NOTE: Respondent will be required to complete the project or phases of the project on schedule to be agreed upon during due diligence.**

**8. OTHER SPECIAL ACHIEVEMENTS**

- The Respondent may submit other special achievements relevant to the proposal to enhance the Respondent's overall submission.

**9. RESPONSE CERTIFICATION CHECKLIST AND FORMS**

- The Respondent must submit a completed Response Certification Checklist (refer to page 6) along with all required accompanying forms.



## JACKSON PUBLIC SCHOOL DISTRICT

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#### RESPONSE CERTIFICATION FORM

The Respondent shall submit the following forms contained in the subsequent pages of this document:

- PROPOSAL CERTIFICATION
- NON-COLLUSION AFFIDAVIT
- CONFLICT OF INTEREST FORM
- REFERENCES
- REPURPOSING PURCHASE AND SALE AGREEMENT WITH ANY REQUESTED CHANGES
  - **NOTE:** PLEASE DOWNLOAD THE WORD VERSION OF THE AGREEMENT FROM THE REPURPOSING WEBSITE. TRACK ANY PROPOSED CHANGES DIRECTLY IN THE DOCUMENT AND SAVE THE REDLINED VERSION AS A PDF. SUBMIT THE PDF OF THE REDLINED AGREEMENT ALONG WITH YOUR PROPOSAL.

**PROPOSAL CERTIFICATION***REQUIRED RESPONSE CERTIFICATION FORM*

In submitting this proposal, the undersigned certifies as follows:

1. Proposal Validity Certification: The undersigned offers and agrees that this proposal is legitimate and with the intent to proceed with the statements furnished herein.
2. Non-Collusion Certification: The undersigned respondent hereby certifies that they, nor any other member, agent, or representative represented by them, have made this proposal independently, without combination, collusion, or agreement for the purpose of restricting competition as to any matter relating to this proposal, with any other Respondent or with any other competitor.

**NOTE: THE FORMS HEREIN MUST BE COMPLETED**

The undersigned respondent hereby further certifies that they have read all of the proposal documents and agree to abide by the terms, certifications, and conditions thereof.

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**SIGNATURE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE 01:** \_\_\_\_\_

**PHONE 02:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**  
*REQUIRED RESPONSE CERTIFICATION FORM*

**STATE OF** \_\_\_\_\_

**COUNTRY OF** \_\_\_\_\_

\_\_\_\_\_, of lawful age, being duly sworn, on oath say, that they are the agent authorized by the Respondent to submit the attached proposal. Affiant further states that the respondent/bidder has not been a party of any collusion among Respondents in restraint of freedom of competition by agreement to submit this proposal or to refrain from proposing/ or with any state official, city employee, Board Trustee, or benefit consultant as to price in any proposed terms in the proposal or in any discussion or actions between Respondents, city employee, Board Trustee, or benefit consultant concerning exchange of money or other value for special consideration in letting of this proposal.

**Subscribed and sworn to before me this** \_\_\_\_\_ **day of** \_\_\_\_\_, **20**\_\_\_\_\_.

\_\_\_\_\_  
**Notary Public**

**State of** \_\_\_\_\_

**My Commission Expires:** \_\_\_\_\_



## CONFLICT OF INTEREST FORM

### REQUIRED RESPONSE CERTIFICATION FORM

I agree to remove myself from the proposal evaluation process for all proposals in which I currently have or previously had financial or prejudicial vested interest(s). I agree to notify the JPS Repurposing Team in writing of any conflict of interest before reviewing any such proposals and I understand that I will not be allowed to evaluate proposals if a conflict of interest exists. This would include any situation that would bias my opinions for or against a proposal. I agree to disclose any outside activities, financial interests, and/or activities that would create the appearance of a conflict.

I understand that no evaluator will be allowed to score a proposal submitted by an entity where they or a relative currently are or previously were employed for a time period of at least ten (10) years since the employment. A relative is defined as a spouse, child, child's spouse, parent, parent's spouse, sibling, sibling's spouse, grandparent, and grandparent's spouse.

I hereby certify that I have reviewed the conflict of interest standards prescribed herein and that I do not have a conflict of interest with respect to the evaluation of this proposal or qualification. I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of the respondents submitting proposals or qualifications or their parent or subsidiary organization.

Failure to adhere to these conflicts of interest provisions will result in removal from the evaluation process.

- I certify that I have no conflict of interest.

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Signature

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Date

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JPS Repurposing Representative Signature

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Date

- 
- I certify that I currently am or previously was employed by an entity that submitted a proposal. The name of the entity is \_\_\_\_\_.
  - I certify that I have a relative who currently is or previously was employed by an entity that submitted a proposal. The name of the entity is \_\_\_\_\_.
  - I certify that I have a conflict of interest as described below:

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Signature

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Date

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JPS Repurposing Representative Signature

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Date

## **REFERENCES**

*REQUIRED RESPONSE CERTIFICATION FORM*

**Please provide three recent, past, or active client references who share similarities to the terms provided in the proposal herein.**

### **Reference #1**

Organization: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Length of Service: \_\_\_\_\_

### **Reference #2**

Organization: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Length of Service: \_\_\_\_\_

### **Reference #3**

Organization: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Length of Service: \_\_\_\_\_

## **PURCHASE AND SALE AGREEMENT FOR REAL ESTATE**

This Purchase and Sale Agreement for Real Estate ("Agreement") is made and entered into on the \_\_\_\_ day of \_\_\_\_\_ by and between the **Jackson Public School District ("Seller")** and **("Buyer")**.

Seller and Buyer agree as follows:

1. **PROPERTY.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, property currently known as **(Building Name)** a parcel of land situated in the First Judicial District of Hinds County, Mississippi. **Property Legal Description (The "Property")**.

2. **PURCHASE PRICE.** The purchase price for the Property shall be **(Purchase Price)**. The purchase price shall be paid to Seller at the time of closing. The purchase price may be paid by certified check of Buyer or cashier's check or official check of any bank, savings bank, trust company or savings and loan association having a banking office in the State of Mississippi, payable to the order of the Seller.

The Buyer shall tender **(Purchase Price)** to a real estate broker, to be held in trust as earnest money, upon signing the present agreement. If the Buyer decides not to go forward with the purchase agreement during the due diligence phase, its earnest money will be returned to the Buyer. If, however, the Buyer backs out of the purchase agreement after the expiration of the due diligence phase the earnest money will go to the Seller. Finally, if the purchase agreement is affirmed and makes it to the closing phase, the earnest money will be applied towards the purchase price.

3. **CONVEYANCE OF THE PROPERTY.** Seller shall convey the Property to Buyer at the Closing by a recordable General Warranty deed. Possession of the Property shall be delivered to the Buyer at the closing.

4. **TITLE CERTIFICATE; TITLE INSURANCE.** Within thirty (30) days after the date on which this Agreement is executed **(the "Effective Date")**, Seller shall deliver to Buyer a certificate of title **(the "Title Certificate")** for the Property, which shall be prepared by an attorney upon whose title certificate title insurance may be obtained from a title insurance company qualified to do and doing business in Mississippi. Additional time reasonably necessary time of fifteen (15) days for examination of title shall be allowed. The Title Certificate shall show that Seller is vested with fee simple title to the Property subject only to the following permitted exceptions: (a) restrictive covenants of record (b) utility and street easement and rights-of-way; (c) applicable zoning ordinances; (d) minerals reserved by prior owners; (e) rights of parties in possession, land shortages, unrecorded servitudes and easements, boundary line disputes and all facts and conditions that would be revealed by an accurate survey or by a competent inspection of the Property; and (f) any other exceptions approved by Buyer.

If the Title Certificate reveals title defects that can be cured, Seller may, in its sole discretion and upon written notice to Buyer, cure same; provided, such efforts shall be completed within sixty (60) days after receipt by Seller of the Title Certificate, unless Buyer approves, in

writing, a longer cure period. If Seller determines not to cure the defects or if the defects cannot be cured, Buyer shall have the right to (i) by written notice to Seller, terminate this Agreement, or (ii) by written notice to seller, waive any such defect and proceed to closing.

If Buyer wishes to obtain title insurance, Buyer shall pay the commitment fee and title insurance premiums.

5. **SURVEY.** Within thirty (30) days after the receipt of the Title Certificate, Buyer may elect to obtain, at Buyer's expense, a survey (**the "Survey"**) of the Property. If the Survey discloses (a) easements or other encroachments on the Property that prohibit or substantially interfere with Buyer's intended use of the Property, or (b) that reasonable access from the Property to a public road is not available, or (c) that the Property is located in a flood hazard zone that is unacceptable to Buyer, then Buyer shall have the right, at its sole option, to terminate this Agreement upon written notice to Seller at any time within ten (10) days of Buyer's receipt of the Survey.

6. **CLOSING; CLOSING COSTS.** Unless otherwise agreed by the parties, the closing shall occur by DATE. Seller shall pay the cost of preparation of the Title Certificate, the deed and closing statement and for releasing any liens or encumbrances as required hereunder. Buyer shall pay the cost of recording the deed. Except as otherwise specifically provided herein, each party shall pay its own costs incurred in connection with this transaction, including its own attorney and legal fees.

7. **CONDITION OF PROPERTY.** Buyer's obligation to purchase the Property shall be contingent upon delivery of the Property in its present condition. In the event of material damage to the Property by fire or other casualty before (**The Closing**), Buyer may (i) by written notice to Seller, terminate this Agreement, or (ii) take an assignment of all insurance proceeds, if any, from Seller and purchase the Property in its current condition. Buyer represents and warrants that it is or, prior to closing shall become, familiar with the condition of the Property. Material damage shall be any damage which might reasonably cost the seller more than ten percent (10%) of the purchase price to repair. Casualty damage is any sudden or unexpected or unusual event such as a fire, and earthquake, or any other type identifiable event. In the event of an insurance claim, insurance proceeds are applied at the Seller's discretion and will not be automatically assignable to the Property or the Buyer. **SELLER HAS NOT MADE AND MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE PROPERTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ITS HABITABILITY, CONDITION OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. BUYER AGREES THAT THE PROPERTY SHALL BE CONVEYED BY SELLER AND ACCEPTED BY BUYER IN AN "AS IS" CONDITION EXISTING ON THE DATE POSSESSION OF THE PROPERTY IS TRANSFERRED TO BUYER.**

8. **USE RESTRICTIONS.** The parties acknowledge and agree that the Property shall be sold and conveyed to Buyer, and shall be used by Buyer, for the following purpose(s): Mixed-Use: Community Hub-walking/running track, community garden, sanctuary, office complex, business incubator, partner office (**the "Authorized Purpose(s)"**). In the event Buyer

shall ever ceases to use the Property for the Authorized Purpose(s), title to the Property shall, at Seller's option, revert to Seller, and Buyer shall, immediately upon Seller's written request, take any steps and execute any documents necessary to transfer title to the Property to Seller. These provisions shall survive the closing and provisions substantially similar to these shall be incorporated in the deed conveying title to the Property to Buyer.

Purchaser shall agree to develop the property as proposed and approved by Seller by DATE. Any deviation from this shall be approved by written consent by Seller.

**9. CONTINUING RIGHT OF FIRST REFUSAL:** Seller shall have first option to purchase property for 5 years following the closing date at a predetermined price arrived upon via the following method: The Seller will select one appraiser; The Buyer will select one appraiser; and third appraiser will be mutually agreed upon by the parties. The repurchase price shall be an average of the three (2) appraisals from the aforementioned appraisers, or any other method agreed upon by Purchaser and Seller prior to closing.

**10. RIGHT TO REPURCHASE:** Should Purchaser fail to complete proposed renovations and occupancy of proposed uses by 12 months following closing date. Seller shall have the right to repurchase the property (inclusive of any improvements) at 75% of the original purchase price.

**11. COMMUNITY BENEFITS AGREEMENT:** Purchaser, Seller, and REPRESENTATIVE COMMUNITY ORGANIZATION shall agree to terms that will be reflected in Purchaser's reuse strategy. This shall include, but is not limited to at least four (4) public meetings with REPRESENTATIVE COMMUNITY ORGANIZATION prior to closing. Purchaser shall provide an annual report of its ongoing efforts to meet the terms as specified in the Community Benefits Agreement each year for five (5) years after the closing date.

**12. REPRESENTATIONS.** Buyer has not relied upon any statement or other information made to any person, directly or indirectly, orally or in writing, by Seller or any person acting on behalf of Seller, and Buyer hereby releases Seller, its attorneys, employees, agents and representatives, from any liability and responsibility arising from any such statement or information and any inaccuracy or incompleteness thereof.

**13. NOTICES.** Notices shall be in writing and shall be deemed given (i) at the time of delivery, if delivered personally, (ii) three (3) days after deposit in the United States mail, postage prepaid, certified or registered with return receipt requested, or (iii) upon the date of receipt for delivery with an expedited delivery service that obtains a receipt upon delivery. Notices shall be addressed to the parties as follows:

If to Seller:

Jackson Public School District  
662 South President Street  
P. O. Box 2338

Jackson, Mississippi 39225  
Attn.: Dr. Errick L. Greene, Superintendent  
Dr. Edward Sivak, Jr. President of Jackson Public  
School District Board of Trustees

If to Buyer:

Buyer Name/Address

Either party may change the address or the name to whom notices are to be sent by notice to the other party given as set forth above.

**14. DUE DILIGENCE.** Buyer and its agent and representatives and appraisers shall have full access to the Property during the period of thirty (30) days following the agreement of in which to inspect and obtain information concerning the Property. In the event Buyer shall determine, in its sole discretion, that it will not purchase the Property, Buyer may, during such 30-day period, notify Seller in writing of such determination, in which event this Agreement shall be terminated and Buyer shall have no further obligations hereunder.

**15. ENTIRE AGREEMENT; BINDING EFFECT.** All prior understandings and agreements between Seller and Buyer are merged into this Agreement and this Agreement represents the entire agreement between the parties. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

**16. AMENDMENTS.** This agreement may be amended solely by an instrument in writing executed by both the parties.

**17. ASSIGNMENT.** Neither this Agreement nor any rights therein may be assigned by Buyer, in whole or in part, without the prior written consent of Seller.

**18. ASSUMPTION OF LIABILITY.** Buyer agrees to assume and to waive, release, indemnify, defend and hold harmless Seller, its trustees, employees, agents and representatives from and against all claims, demands, damages, costs and expenses, including legal fees, court cost, awards, settlements, judgments, penalties, fines, liens or causes of action, at law or in equity, arising out of or relating to the ownership or use of the Property after the closing. The provisions of this section shall survive the closing, and provisions substantially similar to these shall be incorporated in the deed conveying the Property to Buyer.

**19. BREACH OF CONTRACT.** In the event of Buyer's default or breach of this Agreement, Seller may, at its option, (a) accept the **(Purchase Price)** tendered in earnest money as liquidated damages and this Agreement shall be null and void, or (b) commence suit in any court of competent jurisdiction for damages, giving Buyer credit on said damages for the amount of the earnest money. Seller shall be entitled to its reasonable attorney's fees incurred in enforcing Seller's rights hereunder and/or seeking legal redress for Buyer's default or breach of this Agreement.

Seller: Jackson Public School District

By: Dr. Errick L. Greene, Superintendent  
Jackson Public School District

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(Sign)

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(Print name)

Its: Superintendent

Dr. Edward Sivak, Jr., President  
Jackson Public School District  
Board of Trustees

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(Sign)

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(Print name)

Its: President of the Board of Trustees

Purchaser: Purchaser Name

By:

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(Sign)

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(Print name)

Its: (Title)