

**TEANECK BOARD OF EDUCATION
TEANECK, NEW JERSEY 07666**



**REQUEST FOR PROPOSAL
(RFP)**

**DEMOGRAPHIC STUDY
RFP 2324-01**

Haquisha Q. Taylor
School Business Administrator/Board Secretary

Submission Date:
Tuesday, December 19, 2023
11:00 a.m.

TEANECK BOARD OF EDUCATION
TEANECK, NEW JERSEY 07666

Legal Advertisement
Request for Proposals

The Teaneck Board of Education hereby solicits competitive proposals for

RFP 2324-01

DEMOGRAPHIC STUDY

All necessary RFP specifications and proposal forms are to be secured upon written request to:

Haquisha Q. Taylor
School Business Administrator/Board Secretary
Teaneck Board of Education
651 Teaneck Road
Teaneck, New Jersey 07666
Email htaylor@teaneckschools.org

RFPs must be submitted in a sealed envelope and delivered to the Office of the School Business Administrator/ Board Secretary of Teaneck Board of Education, **on or before** the date and time indicated below. The envelope is to bear the following information:

Title: **DEMOGRAPHIC STUDY**
RFP No.: **RFP 2324-01**
Name and Address Respondent
RFP Due Date: **Tuesday, December 19, 2023**
RFP Deadline Time: **11:00 a.m.**

All respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27 et seq.

The Board of Education reserves the right to reject any non-responsive proposals or all proposals, pursuant to N.J.S.A. 18A:18A-22, and to waive minor informalities or non-material exceptions, that may be in the best interest of the Board.

Haquisha Q. Taylor
School Business Administrator/Board Secretary

ETHICS IN PURCHASING

Statement to Vendors

SCHOOL DISTRICT RESPONSIBILITY

Recommendation of Purchases

The Board of Education desires to have all Board employees and officials practice exemplary ethical behavior in the procurement of goods, materials, supplies, and services.

School district officials and employees who recommend purchases shall not extend any favoritism to any vendor. Each recommended purchase should be based upon the quality of the items, service, price, delivery, and other applicable factors in full compliance with N.J.S.A. 18A:18A-1 et seq.

Solicitation/Receipt of Gifts – Prohibited

School district officials and employees are prohibited from soliciting and receiving funds, gifts, materials, goods, services, favors, and any other items of value from vendors doing business with the Board of Education or anyone proposing to do business with the Board.

VENDOR RESPONSIBILITY

Offer of Gifts, Gratuities -- Prohibited

Any vendor doing business or proposing to do business with the Board of Education, shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other things of value of any kind to any official or employee of the Board of Education or any member of the official's or employee's immediate family.

Vendor Influence -- Prohibited

No vendor shall cause to influence or attempt to cause to influence, any official or employee of the Board of Education, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

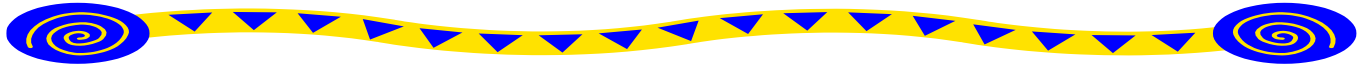
VENDOR CERTIFICATION

Vendors or potential vendors will be asked to certify that no official or employee of the Board of Education or immediate family members are directly or indirectly interested in this request or have any interest in any portions of profits thereof. The vendor participating in this request must be an independent vendor and not an official or employee of the Board of Education.

Haquisha Q. Taylor

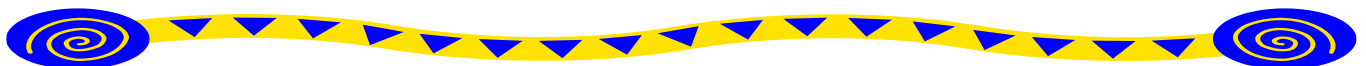
School Business Administrator/Board Secretary

TEANECK BOARD OF EDUCATION



REQUEST FOR PROPOSAL

GENERAL SPECIFICATIONS



Haquisha Q. Taylor
School Business Administrator/Board Secretary

TEANECK BOARD OF EDUCATION

Request for Proposal (RFP)

Demographic Study

Instructions for Respondents

PROPOSALS ARE

TO BE SUBMITTED TO:

Haquisha Q. Taylor

School Business Administrator/Board Secretary

Teaneck Board of Education

651 Teaneck Road

Teaneck, New Jersey 07666

BY: **11:00 a.m. PREVAILING TIME**

ON: **Tuesday, December 19, 2023**

Proposals are to be submitted in a sealed envelope and may be submitted by mail, delivery service or in person.

Proposals must be placed in a *sealed* envelope/package and clearly marked with the **Demographic Study** on the front of the envelope/package. Proposals **must be** submitted in **duplicate** on the submittal forms as provided, and in the manner designated. The Board requires one original and one duplicate copy of the proposal package.

Envelope Label Information

All respondents are to clearly label the cover of the sealed envelope as follows:

Title: Demographic Study

RFP Number RFP 2324-01

Name and Address Respondent

RFP Due Date: Tuesday, December 19, 2023

RFP Deadline Time: 11:00 a.m.

Failure to properly label the proposal envelope may lead to the rejection of the proposal!

The Board of Education does not accept electronic (e-mail) submissions of bids or proposals at this time.

1. AFFIRMATIVE ACTION—EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC SCHOOLS

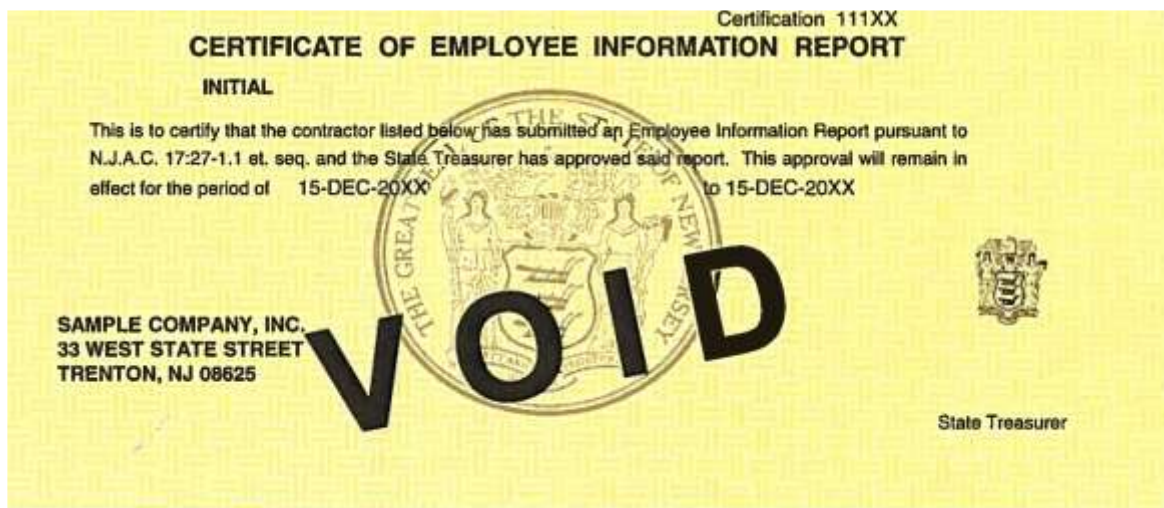
Each company shall submit to the Board of Education, after notification of award, but prior to execution of a goods and services contract, one of the following three (3) documents:

- Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program;
- A Certificate of Employee Information Report approval issued in accordance with N.J.A.C.17:27-4; or
- The successful bidder (respondent) shall complete an Employee Information Report, Form AA-302, and submit it to the Division of Purchase and Property Contract Compliance and Audit Unit with a check or money order for \$150.00 made payable to the Treasurer, State of NJ and forward a copy of the form and check/money order to the board of education. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

Please note: A completed and signed Affirmative Action Questionnaire is requested with the submission of the proposal. However, the Board will accept in lieu of the Questionnaire, Affirmative Action Evidence in the form of a current Certificate of Employee Information Report submitted with the proposal.

If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq., and the terms and conditions of the Mandatory Equal Employment Opportunity Language—Exhibit A.

Sample Certificate of Employee Information Report



All respondents are **requested** to submit with their response, a copy of their firm's Certificate of Employee Information Report. Failure to submit the Certificate or other required documents prior to the award of the contract will result in the rejection of the proposal.

2. AMERICANS WITH DISABILITIES ACT

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. S121 01 et seq.

3. AMERICAN GOODS (N.J.S.A. 18A:18A-20)

The District intends to purchase, wherever available, and practical, goods and materials manufactured in the United States

4. ANTI-BULLYING BILL OF RIGHTS—REPORTING OF HARASSMENT, INTIMIDATION, AND BULLYING CONTRACTED SERVICE PROVIDER

When applicable, the contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. The district shall provide the contracted service provider with a copy of the board's Anti-Bullying Policy. In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

5. ANTI-DISCRIMINATION PROVISIONS—N.J.S.A. 10:2-1

N.J.S.A. 10:2-1. Anti-discrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration, or repair of any public building or public work or the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract, or other means of procurement of goods, services, equipment, or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.[1985, c.490](#) (C.18A:18A-51 et seq.).

6. AWARD OF CONTRACT; RESOLUTION; NUMBER OF DAYS

Any contract awarded under this process shall be made by resolution of the Board of Education. The award must be made within sixty (60) days of the receipt of the proposals, however subject to extension pursuant to N.J.S.A. 18A:18A-36 (a).

7. BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

Pursuant to N.J.S.A. 52:32-44, the Board of Education is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor and each subcontractor that is required by law to be named in a proposal/contract have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Request of the Board of Education

All bidders or companies providing responses for requested proposals are requested to submit with their response package a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey.

The Board reminds all respondents that failure to submit the New Jersey Business Registration Certificate prior to the award of the contract will result in the rejection of the proposal.

Subcontractors

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

1. The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with valid proof of business registration.
2. The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
3. The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State.

Before final payment is made under the contract, the contractor shall submit to the board, a complete and accurate list of all subcontractors used and their addresses.

N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. [2001, c.134](#) (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. [1977, c.110](#) (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency or under a casino service industry enterprise contract.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TAXPAYER IDENTIFICATION#:
970-097-362/500

ADDRESS:
847 ROEBLING AVE
TRENTON NJ 08611

EFFECTIVE DATE:
01/01/01

FORM-BRC(08-01)

TRADE NAME:
CLIENT REGISTRATION

SEQUENCE NUMBER:
0107330

ISSUANCE DATE:
07/14/04

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

Acting Director
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

Sample Business Registration Certificates

8. CERTIFICATE (CONSENT) OF SURETY NOT REQUIRED

When required, each respondent shall submit with its proposal a certificate from a surety company stating that the surety company will provide the contractor with a performance bond in an amount equal to the amount of the contract (N.J.S.A. 18A:18A-25). Such a surety company must be licensed and qualified to do business in the State of New Jersey. The certificate (consent) of Surety, together with a power of attorney, must be submitted with the proposal.

Failure to complete, submit, or sign the Certificate (consent) of Surety, when requested, shall be cause for disqualification and rejection of the proposal.

9. CONTRACTOR/VENDOR REQUIREMENTS—ACCESS AND MAINTENANCE OF RECORDS

Contractors/vendors doing business with the board of education are reminded of the following legal requirements pertaining to the Office of the New Jersey State Comptroller:

- **Access to Relevant Documents and Information—N.J.S.A. 52:15C-14 (d)**

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary.

If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

- **Maintenance of Contract Records—N.J.A.C. 17:44-2.2**

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

The contractor/vendor to whom a contract has been awarded shall maintain all documentation related to products, transactions, or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

- **Board of Education Requirement**

In addition to, and independent of, the requirements of N.J.S.A. 52:15C-14 (d) and N.J.A.C. 17:44-2.2, the Contractor shall also maintain and make any or all books and records related to product transactions or services rendered under this contract, available to the Board of Education upon request.

10. CRIMINAL HISTORY BACKGROUND CHECKS/DISCLOSURE OF INFORMATION

When required, pursuant to N.J.S.A. 18A:6-7.1, providers for the services of this contract shall submit to the school district prior to commencement of the contract, evidence or proof that each employee assigned to provide services and that comes in **regular contact with students**, has had criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide proof of criminal history background check for any employee whose position involves regular **contact with students**, prior to commencement of contact, may be cause for breach of contract.

If it is discovered during the course of the contract that an employee has a disqualifying criminal history or the employee has not had a criminal history background check, that employee is to be removed from the as a service provider immediately.

All contracted service providers shall comply with N.J.S.A. 18A:6-7.6 et seq., as it pertains to disclosure of information from previous employers, and **NJDOE Broadcast September 9, 2019**, when applicable.

11. DEBARMENT, SUSPENSION, OR DISQUALIFICATION N.J.S.A. 52:32-44.1 (a), N.J.A.C. 17:19-1.1 et seq.

The Board of Education will not enter into a contract for work with any person, company, or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report (www.state.nj.us/treasury/debarred). Pursuant to N.J.S.A. 52:32-44.1 (a), any person who is debarred at the federal level from contracting with a federal government agency shall be debarred from contracting for any public work in this State.

All respondents are required to certify on the Contractor/Vendor Questionnaire and Certification form, indicating whether the entity listed on the proposal form or any person employed by this entity, nor the person's affiliates are not debarred from contracting with a federal government agency, nor debarred from contracting with the State of New Jersey. The Board of Education will verify the certification by consulting

- New Jersey Department of Treasury – Consolidated Debarment Report
- NJ Department of Labor and Workforce Development– Prevailing Wage Debarment List
- Federal Debarred Vendor List—System for Award Management (SAM.gov/exclusions)

12. DOCUMENTS, MISSING/ILLEGIBLE

The respondent shall familiarize himself with all forms* provided by the Board that are to be returned with the proposal. If there are any forms either missing or illegible, it is the responsibility of the respondent to contact the School Business Administrator/Board Secretary for duplicate copies of the forms. This must be done before the proposal opening date and time. The Board accepts no responsibility for duplicate forms that were not received by the respondent in time for the respondent to submit his proposal.

13. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK

All documents returned to the Board shall be signed with an original signature in ink (blue). Failure to sign and return all required documents with the proposal package may be cause for disqualification and for the proposal to be rejected pursuant to N.J.S.A. 18A:18A-2(y) (non-responsive). Facsimile, rubber-stamped, electronic or digital signatures are not acceptable.

*Forms provided by the Board of Education must be returned with the proposal.

- Acknowledgment of Addenda
- Affirmative Action Questionnaire or Certificate of Employee Information Report
- Assurance of Compliance;
- Chapter 271 – Political Contribution Disclosure Form
- Vendor Questionnaire and Certification
- Non-Collusion Affidavit
- Proposal Form
- Statement of Ownership Disclosure

14. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

The respondent, by submitting a proposal, acknowledges that he has carefully examined the proposal specifications, documents, addenda (if any), and the site; and that from his investigation, he has satisfied himself as to the nature and location of the work, the general and local conditions and all matters which may in any way affect the work or its performance, and that as a result of such examination, he fully understands the intent and purpose thereof, his obligations thereunder, and that he will not make any claim for, or have any right to damages, because of the lack of any information.

Each respondent submitting a proposal for a service contract shall include in his proposal price all labor, materials, equipment, services, and other requirements necessary, or incidental to, the completion of the work, and other pertinent work as hereinafter described, in accordance with the proposal specifications and documents.

15. FALSE MATERIAL REPRESENTATION – N.J.S.A. 2C:21-34-97(b)/TRUTH IN CONTRACTING

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award, or performance of a government contract. If the contract amount is \$25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds \$2,500.00 but is less than \$25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is \$2,500.00 or less, the offender is guilty of a crime of the fourth degree.

Respondent should be aware of the following statutes that represent “Truth in Contracting” laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make a material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Respondents should consult the statutes or legal counsel for further information.

16. FORCE MAJEURE

Neither party shall be liable in damages for any failure, hindrance or delay in the performance of any obligation under this Agreement if such delay, hindrance or failure to perform is caused by conditions beyond the control of either party, including, but not limited to, Acts of God, flood, fire, war or the public enemy, explosion, government regulations whether or not valid (including the denial or cancellation of any export or other necessary license), court order, state funding, or other unavoidable causes beyond the reasonable control of the party whose performance is affected which cannot be overcome by due diligence.

Vendors, and/or contractors who have a contract with the Board of Education to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

17. GENERAL CONDITIONS

- **Authorization to Proceed -- Successful Vendor/Contractor**

No service shall be rendered by the successful contractor unless the vendor/contractor receives an approved purchase order authorizing the vendor/contractor to render the service.

- **Award of Contract**

The Board of Education intends to award the contract to the respondent(s) whose response is the most advantageous to the board, price and other factors considered, and who will provide the highest quality service at fair and competitive prices. The Board reserves the right to award contracts to multiple contractors when it is in the best interests of the Board.

- **Return of Contract Documents—when required**

Upon notification of the award of the contract by the Board of Education, the contractor may be required to sign and execute a formal contract with the Board.

- **Purchase Order—considered to be a contract. N.J.S.A. 18A:18A-2 (n)**

If a formal contract is not required by the Board of Education, an approved and signed Board of Education Purchase Order will constitute a contractual agreement.

When a formal contract is required, the contractor shall sign and execute said contracts and return the contracts with other required documents to the Office of the School Business Administrator/Board Secretary. Failure to execute the contract and return said contract and related documents within the prescribed time may be cause for a delay in payment for services rendered or products received or the annulment of the award by the Board of Education with any financial security becoming the property of the Board of Education. The Board of Education reserves the right to accept the proposal of the next lowest responsible respondent.

- **Renewal of Contract; Availability and Appropriation of Funds—When Applicable**

The Board of Education may, at its discretion, request that a contract for certain services be renewed in full accordance with N.J.S.A. 18A:18A-42. The School Business Administrator/Board Secretary may negotiate terms for a renewal of the contract proposal and present such negotiated proposal to the Board of Education. All multi-year contracts and contract renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

The Board of Education is the final authority in awarding renewals of contracts. **Contracts for professional services may be awarded only for twelve (12) months and cannot be renewed.**

- **Term of Contract**

The successful respondent, to whom the contract is awarded, will be required to do and perform the work/services and to provide and furnish the materials in connection therewith in accordance with the plans and specifications on or before the date listed in the Technical Specifications.

- **Purchase Order Required; Notice to Proceed**

No contractor or vendor shall commence any project or deliver any goods until he is in receipt of an approved purchase order authorizing work to begin or goods to be delivered.

18. INTERPRETATIONS AND ADDENDA

Respondents are expected to examine the RFP with care and observe all their requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the District's representative in response to such comments and questions will be issued by Addenda mailed or delivered to all parties recorded by the District as having received the RFP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications will be without legal effect.

No interpretation of the meaning of the specifications will be made to any respondent orally. Every request for such interpretations should be made in writing to the School Business Administrator and must be received at least ten (10) days, not including Saturdays, Sundays, and holidays, prior to the date fixed for the opening of proposals to be given consideration. Any and all interpretations and supplemental instructions will be distributed in the form of a written addendum to the specifications. The addenda will be provided in accordance with N.J.S.A. 18A:18A-21(c) to the respondents by certified mail or certified fax no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of proposals. All addenda so issued shall become part of the contract document.

19. IRAN DISCLOSURE OF INVESTMENT ACTIVITIES FORM N.J.S.A. 18A:18A-49.4

The Board of Education, pursuant to N.J.S.A. 18A:18A-49.4, shall implement and comply with Public Law 2012, c.25, Disclosure of Investment Activities in Iran—N.J.S.A. 52:32-55 et seq.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and **P.L. 2021**, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party. In addition, bidders must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form.

The Board has provided within the specifications, a Disclosure of Investments Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the board, to complete, sign, and submit with the proposal.

The Disclosure of Investment Activities in Iran Form is to be completed, certified, and submitted prior to the award of the contract.

20. LIABILITY – COPYRIGHT

The contractor (vendor) shall hold and save the Board of Education, its officials, and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.

21. NON COLLUSION AFFIDAVIT

A notarized Non-Collusion Affidavit shall be submitted with the proposal. The bidder/respondent has to certify that he has not directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the proposal, and that all statements contained in said Proposal and this affidavit are true and correct, and made with full knowledge that the Board of Education relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said bid.

The respondent has to further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by the respondent.

The Board of Education has provided a Non-Collusion Affidavit form here within the specifications package. All respondents are to complete, sign, have the signature notarized, and submit the form with the proposal response.

Failure to submit the Non-Collusion Affidavit with the proposal may be cause for the disqualification of the proposal.

22. PAYMENTS

Every effort will be made to pay vendors and contractors within thirty (30) to sixty (60) days provided the Board of Education receives the appropriate documentation including but not limited to:

- Signed voucher by vendor;
- Packing Slips; and
- Invoices.

Payment will be rendered upon completion of services. Pursuant to the New Jersey Prompt Payment Law - N.J.S.A. 18A:18A-10.1, unless otherwise provided for in the contract, the required payment date shall be ninety (90) calendar days from the date specified in the contract or if no required payment is specified in the contract, then the required payment date shall be 90 calendar days from the receipt of a properly executed invoice, or 90 calendar days from the receipt of goods or services, whichever is later. Interest shall not be paid unless goods and/or services have been rendered. All payments are subject to approval by the Board of Education at a public meeting. Payment may be delayed from time to time depending on the Board of Education meeting schedule.

23. POLITICAL CONTRIBUTION DISCLOSURE STATEMENT – PAY TO PLAY

- Annual Disclosure

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 section 3) if the business entity receives contracts in excess of \$50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement Commission at 1-888-313-3532 or www.elec.nj.us.

- Chapter 271 Political Contribution Disclosure Form

Business entities (excluding those that are not non-profit organizations) receiving contracts in excess of \$17,500 from a board of education are subject to the provisions of N.J.S.A. 19:44A-20.26. The law and rule provide that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county.

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to the award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

The Board of Education has provided a Chapter 271 Political Contribution Disclosure Form within the specifications package for use by the business entity. The Board has also provided a list of agencies to assist the contractor. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected officials and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed Chapter 271 Political Contribution Disclosure form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and may be disclosed to the public under the Open Public Records Act.

Pursuant to N.J.S.A. 19:44A-20.26 (a), all business entities shall submit a completed and signed Chapter 271 Political Contribution Disclosure Form with their proposal.

24. POLITICAL CONTRIBUTIONS/AWARD OF CONTRACTS

Pursuant to N.J.A.C. 6A:23A-6.3 (a) (1-4) please note the following:

- **Award of Contract -- Reportable Contributions -- N.J.A.C. 6A:23A-6.3 (a) (1)**
 "No board of education will vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L.1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to a member of the board of education during the preceding one year period.
- **Contributions During Term of Contract – Prohibited -- N.J.A.C. 6A:23A-6.3 (a) (2-3)**
 "Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract."

“When a business entity referred in 4.1(e) is a natural person, contribution by that person’s spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.”

- **Chapter 271 Political Contribution Disclosure Form – Required -- N.J.A.C. 6A:23A-6.3 (a) (4)**

All business entities shall submit with their proposal package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the Board to determine whether the business entity is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a) (2) Award of Contract.

The Chapter 271 Political Contribution Disclosure Form shall be submitted with the response to the proposal. Failure to provide the completed and signed form may be cause for disqualification of the proposal.

25. PRE-EMPLOYMENT REQUIREMENTS--CONTRACTED SERVICE PROVIDERS

When applicable, all contracted service providers, whose employees have regular contact with students, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

<https://www.nj.gov/education/crimhist/preemployment/>

26. PRESENTATION AND INTERVIEWS—Negotiations Not Permitted

The Board of Education may at its option, require providers of its choice to attend interviews and make presentations to district officials. This process may only take place after proposals have been opened and reviewed and prior to the completion of the evaluation. Under no circumstances shall the provisions of the proposal be subject to negotiation.

27. RESPONDENT’S RESPONSIBILITY FOR PROPOSAL SUBMITTAL

It is the responsibility of the respondent to ensure that their proposal is presented to the Office of the School Business Administrator/Board Secretary and officially received before the advertised date and time of the proposal. It is understood and agreed upon that any person in the Board of Education will be absolved from responsibility for the premature opening of any proposal not properly labeled and sealed.

28. RIGHT TO KNOW LAW

All potentially hazardous materials or substances must be properly labeled in full accordance with the New Jersey Worker and Community Right to Know Law - N.J.S.A. 34:5A-1 et seq. All contractors or vendors who need additional information about the New Jersey Right to Know Law are to contact the:

New Jersey Department of Health
Workplace, Health and Safety
Right to Know Unit CN 368
Trenton, New Jersey 08625-0368

29. STATEMENT OF OWNERSHIP

No business organization, regardless of the form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The included Statement of Ownership Form shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.

30. SUBCONTRACTING; ASSIGNMENT OF CONTRACT

Contractors, service providers, and all vendors with whom the Board of Education has an executed contract may not subcontract any part of any work done or assign any part of a contract for goods or services for the Board without first receiving written permission from the School Business Administrator.

Contractors, service providers, and vendors using subcontractors assume all responsibility for work performed by subcontractors. The Board Business Office may require the following documents to be secured from all approved subcontractors:

- Insurance Certificate as outlined in the proposal specifications;
- Affirmative Action Evidence as outlined in the proposal specifications;
- New Jersey Business Registration Certificate; and
- Other documents may be required by the Board of Education.

In cases of subcontracting, the Board of Education shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The Board of Education shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime contractors for non-payment to subcontractors.

Transportation carriers hired by the vendor to deliver goods and materials are not considered to be subcontractors.

31. TAXES

As a New Jersey governmental entity, the Board of Education is exempt from the requirements under New Jersey state sales and use tax (N.J.S.A. 54:32B-1 et. seq.), and does not pay any sales or use taxes. Respondents should note that they are expected to comply with the provisions of the said statute and the rules and regulations promulgated thereto to qualify them for examinations and reference to any and all labor, services, materials, and supplies furnished to the Board of Education. Contractors may not use the Board's tax-exempt status to purchase supplies, materials, services, or equipment.

A contractor may qualify for a New Jersey Sales Tax Exemption on the purchase of materials, supplies, and services when these purchases are used exclusively to fulfill the terms and conditions of the contract with the Board of Education. All contractors are referred to the New Jersey Division of Taxation—Tax Bulletin S&U-3 for guidance. Again, contractors are not permitted to use the Board's tax identification number to purchase supplies, materials, services, or equipment.

32. TERMINATION OF CONTRACT

If the Board determines that the contractor has failed to comply with the terms and conditions of the proposal upon which the issuance of the contract is based or that the contractor has failed to perform said service, duties, and or responsibilities in a timely, proper, professional and/or efficient manner, then the Board shall have the authority to terminate the contract upon written notice setting forth the reason for termination and effective date of termination.

Termination by the Board of the contract does not absolve the contractor from potential liability for damages caused by the District by the contractor's breach of this agreement. The Board may withhold payment due to the contractor and apply the same towards damages once established. The Board will act diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources.

The contractor further agrees to indemnify and hold the District harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

33. WITHDRAWAL OF PROPOSALS

- **Before The Proposal Opening**

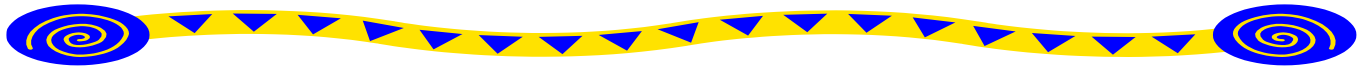
The School Business Administrator may consider a written request from a respondent to withdraw a proposal if the written request is received by the School Business Administrator before the advertised time of the proposal opening. Any respondent who has been granted permission by the School Business Administrator to have their proposal withdrawn cannot re-submit a proposal for the same advertised proposal project. That respondent shall also be disqualified from future proposals on the same project if the project is re-advertised.

- **After The Proposal Opening**

The Board of Education may consider a written request from a respondent to withdraw a proposal if the written request is received by the School Business Administrator within five (5) business days after the proposal opening. A request to withdraw a proposal after the specified number of days will not be honored.

The contractor/vendor who wishes to withdraw a proposal must provide a certification supported by written factual evidence that an error or omission was made by the contractor and that the error or omission was a substantial computational error or unintentional omission or both.

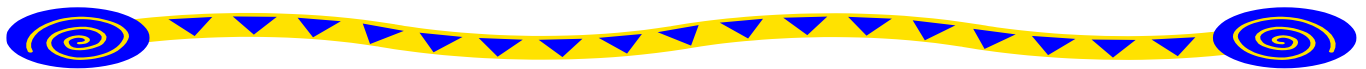
The request to withdraw a proposal after the proposal opening may be reviewed by the School Business Administrator or the Board Attorney and a recommendation will be made to the Board of Education. If the Board of Education grants permission to have the proposal withdrawn the contractor/vendor shall be disqualified from quoting on the same project if the project is re-advertised. If the contractor/vendor fails to meet the burden of proof to have the proposal withdrawn, the request to withdraw the proposal will be denied, and if the contractor/vendor fails to execute the contract the bid guarantee will be forfeited and become the property of the Board of Education.



Request for Proposal RFP

PROPOSAL DOCUMENTS REQUIRED DOCUMENTATION

All documents in this section shall be completed, signed and submitted with the proposal package. Failure to submit the proposal documents and other documents so specified may be cause to reject the proposal for being non-responsive (N.J.S.A. 18A:18A-2(y)).



Haquisha Q. Taylor
School Business Administrator/Board Secretary

To be completed, signed, and returned with the proposal

ACKNOWLEDGEMENT OF ADDENDA

RFP 2324-01

Proposal Date: Tuesday, December 19, 2023

The Respondent acknowledges receipt of the hereinafter enumerated Addenda which has been issued during the period of bidding and agrees that said Addenda shall become a part of this contract. The respondent shall list below the numbers and issuing dates of the Addenda.

ADDENDA NO.

ISSUING DATES

☐ **NO ADDENDA RECEIVED**

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ Title _____

To be completed, signed, and returned with the proposal

AFFIRMATIVE ACTION QUESTIONNAIRE

RFP 2324-01

Proposal Date: Tuesday, December 19, 2023

This form is to be completed and returned with the bid/proposal. However, the Board will accept in lieu of this Questionnaire, an Affirmative Action Evidence Certificate of Employee Information Report.

1. Our company has a Federal Affirmative Action Plan approval. ☐ Yes ☐ No

If yes, please attach a copy of the plan to this questionnaire.

2. Our company has an N.J. State Certificate of Employee Information Report ☐ Yes ☐ No

If yes, please attach a copy of the certificate to this questionnaire.

3. If you answered "NO" to both questions No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance:

[NJ Department of the Treasury Contract Compliance \(state.nj.us\)](https://www.state.nj.us/treasury/contract-compliance/)

Select "Online Submission/Payment of EE/AA Employee Information Report" and Please follow all the "Online Submission Instructions".

If completing the forms manually please mail your forms and the \$150.00 certificate fee, in the form of a check or money order, made payable to: "Treasurer, State of New Jersey" to the address below:

NJ Department of the Treasury
Division of Purchase and Property Contract Compliance and Audit Unit
EEO Monitoring Program
PO Box 206 Trenton, NJ 08625-0206

All fees for this application are to be paid directly to the Treasurer, State of New Jersey. A copy of the Employee Information Report and a copy of the check shall be submitted to the Board of Education before the execution or award of the contract.

Name: _____

Signature _____

Title _____ Date _____

Name of Company _____

City, State, Zip _____

ASSURANCE OF COMPLIANCE

Contact with Students

There may be times during the performance of this contract, when a contracted service provider may come in contact with students of the school district. The district fully understands its obligation to provide all students and staff members, with a safe educational environment. To this end, the district is requiring all respondents to sign a statement of Assurance of Compliance, acknowledging the respondent's understanding of the below-listed requirements and further acknowledging the respondent's assurance of compliance with those listed requirements.

Anti-Bullying Reporting--Requirement

When applicable, the contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

Criminal History Background Checks—N.J.S.A. 18A:6-7.1--Requirement

When applicable, the contracted service provider shall provide to the school district prior to commencement of the contract, evidence or proof that each employee assigned to provide services and whose position involves **regular contact** with students, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract. Reference NJDOE Broadcast 9/9/19

Pre-Employment Requirements

When applicable, all contracted service providers, whose employees have **regular contact with students**, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education, Office of Student Protection—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

<https://www.nj.gov/education/crimhist/preemployment/>

Name of Company _____

Name of Authorized Representative _____

Signature _____ Date _____

To be completed, signed and returned with the proposal

TEANECK BOARD OF EDUCATION

Chapter 271
POLITICAL CONTRIBUTION DISCLOSURE FORM
(Contracts that Exceed \$17,500.00)
N.J.S.A. 19:44A-20.26

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____ (Business Entity) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Name of Recipient Elected Official/ Committee/Candidate</u>	<u>Name of Contributor</u>

☐ **No Reportable Contributions** (Please check (✓) if applicable.)

I certify that _____ (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification

I certify, that the information provided above is in full compliance with Public Law 2005—Chapter 271.

Name of Authorized Agent _____

Signature _____ Title _____

Business Entity _____

RFP No. 2324-01

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$200 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

¹ N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

List of Agencies with Elected Officials Required for Political Contribution Disclosure N.J.S.A. 19:44A-20.26

County Name: **Bergen**

State: Governor, and Legislative Leadership Committees

Legislative District #: 32, 35, 36, 37, 38, 39, 40

State Senator and two members of the General Assembly per district.

County:

Commissioners
County Executive

County Clerk
Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

Allendale Borough	Hasbrouck Heights Borough	Ridgefield Borough
Alpine Borough	Haworth Borough	Ridgefield Park Village
Bergenfield Borough	Hillsdale Borough	Ridgewood Village
Bogota Borough	Ho-Ho-Kus Borough	River Edge Borough
Carlstadt Borough	Leonia Borough	River Vale Township
Cliffside Park Borough	Little Ferry Borough	Rochelle Park Township
Closter Borough	Lodi Borough	Rockleigh Borough
Cresskill Borough	Lyndhurst Township	Rutherford Borough
Demarest Borough	Mahwah Township	Saddle Brook Township
Dumont Borough	Maywood Borough	Saddle River Borough
East Rutherford Borough	Midland Park Borough	South Hackensack Township
Edgewater Borough	Montvale Borough	Teaneck Township
Elmwood Park Borough	Moonachie Borough	Tenafly Borough
Emerson Borough	New Milford Borough	Teterboro Borough
Englewood City	North Arlington Borough	Upper Saddle River Borough
Englewood Cliffs Borough	Northvale Borough	Waldwick Borough
Fair Lawn Borough	Norwood Borough	Wallington Borough
Fairview Borough	Oakland Borough	Washington Township
Fort Lee Borough	Old Tappan Borough	Westwood Borough
Franklin Lakes Borough	Oradell Borough	Woodcliff Lake Borough
Garfield City	Palisades Park Borough	Wood-Ridge Borough
Glen Rock Borough	Paramus Borough	Wyckoff Township
Hackensack City	Park Ridge Borough	
Harrington Park Borough	Ramsey Borough	

**List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26**

County Name: **Bergen**

Boards of Education (Members of the Board):

Allendale Borough	Haworth Borough	Ramapo-Indian Hill Regional
Alpine Borough	Hillsdale Borough	Ramsey Borough
Bergenfield Borough	Ho Kus Borough	Ridgefield Borough
Bogota Borough	Leonida Borough	Ridgefield Park Township
Carlstadt Borough	Little Ferry Borough	Ridgewood Village
Carlstadt-East Rutherford	Lodi Borough	River Dell Regional
Cliffside Park Borough	Lyndhurst Township	River Edge Borough
Closter Borough	Mahwah Township	River Vale Township
Cresskill Borough	Maywood Borough	Rochelle Park Township
Demarest Borough	Midland Park Borough	Rockleigh
Dumont Borough	Montvale Borough	Rutherford Borough
East Rutherford Borough	Moonachie Borough	Saddle Brook Township
Edgewater Borough	New Milford Borough	Saddle River Borough
Elmwood Park	North Arlington Borough	South Hackensack Township
Emerson Borough	Northern Highlands Regional	Teaneck Township
Englewood Cliffs Borough	Northern Valley Regional	Tenafly Borough
Fair Lawn Borough	Northvale Borough	Teterboro
Fairview Borough	Norwood Borough	Upper Saddle River Borough
Fort Lee Borough	Oakland Borough	Waldwick Borough
Franklin Lakes Borough	Old Tappan Borough	Wallington Borough
Garfield City	Oradell Borough	Westwood Regional
Glen Rock Borough	Palisades Park	Wood Ridge Borough
Hackensack City	Paramus Borough	Woodcliff Lake Borough
Harrington Park Borough	Park Ridge Borough	Wyckoff Township

Fire Districts None

TEANECK BOARD OF EDUCATION
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION/PROPOSAL TITLE _____
VENDOR/BIDDER NAME _____

DEMOGRAPHIC STUDY

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____

Duration of Engagement _____
Anticipated Cessation Date _____

Attach Additional Sheets If Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

Version REV. 2.1 2021

This form is to be completed, certified and submitted prior to the award of the contract.

To be completed, signed and returned with the proposal

NON-COLLUSION AFFIDAVIT

Demographic Study

RFP No. 2324-01

Proposal Date: Tuesday, December 19, 2023

I, _____ of the City of _____
in the County of _____ and the State of _____
of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the _____
Position in Company Name of Company

and the respondent making the Proposal for the above names contract, and that I executed the said Proposal with full authority so to do; that I have not, directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named bid, and that all statements contained in said Proposal and this affidavit are true and correct, and made with full knowledge that the Board of Education relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said proposal.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by

(Print Name of Contractor/Vendor)

Subscribed and sworn to: _____
(SIGNATURE OF CONTRACTOR/VENDOR)

before me this _____ day of _____, _____.
Month Year

NOTARY PUBLIC SIGNATURE

Print Name of Notary Public

My commission expires _____, _____.
Month Day Year

SEAL

STAMP

To be completed, signed and returned with the proposal

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

City, State, ZIP: _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II Check the appropriate box

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**
- OR**
- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Teaneck Board of Education** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Board of Education** to notify the **Board of Education** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **Board of Education** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

To be completed, signed and returned with the proposal

CONTRACTOR/VENDOR QUESTIONNAIRE CERTIFICATION

Demographic Study

Name of Company _____
Address _____ PO Box _____
City, State, Zip _____
Business Phone Number (____) _____ Emergency Phone Number (____) _____
FAX No. (____) _____ E-Mail _____
FEIN No. _____
Unique Entity Identifier (If Applicable) _____ CAGE Code (if applicable) _____

References – Work previously done for School Systems in New Jersey

	<u>Name of District</u>	<u>Address</u>	<u>Contact Person/Title</u>	<u>Phone</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

Vendor Certifications

Direct/Indirect Interests

I declare and certify that no member of the Teaneck Board of Education, nor any officer or employee or person whose salary is payable in whole or in part by said Board of Education or their immediate family members are directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a Board member, employee, officer of the board has an interest in the bid, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

Gifts; Gratuities; Compensation

I declare and certify that no person from my firm, business, corporation, association or partnership offered or paid any fee, commission, or compensation, or offered any gift, gratuity, or other things of value to any school official, board member, or employee of the Teaneck Board of Education.

Vendor Certifications

I declare and certify that I fully understand N.J.A.C. 6A:23A-6.3(a) (1-4) concerning vendor contributions to school board members.

Debarment Certification

I certify that my company and any person employed by my company, nor any affiliates are not debarred from contracting with a Federal government agency, nor debarred from contracting with the State of New Jersey.

I further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a material representation that is false in connection with the negotiation, award or performance of a government contract.

President or Authorized Agent

SIGNATURE

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27-1.1 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any re-recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division through the Division's website at:

http://www.state.nj.us/treasury/contract_compliance.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq. (July 2022)

AMERICANS WITH DISABILITIES ACT

Equal Opportunity for Individuals with Disability

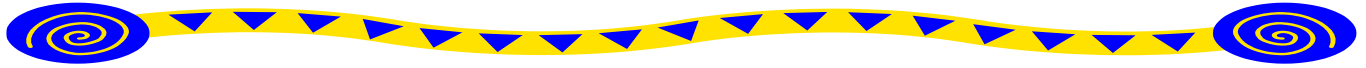
The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. §12101 et seq.

The contractor and the Board of Education (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.



Request for Proposal RFP

TECHNICAL SPECIFICATIONS



Haquisha Q. Taylor
School Business Administrator/Board Secretary

TEANECK BOARD OF EDUCATION TEANECK, NEW JERSEY 07666

Request for Proposals (RFP)

DEMOGRAPHIC STUDY

TECHNICAL SPECIFICATIONS

Purpose of Proposal

The Teaneck Board of Education is seeking proposals from qualified respondents to prepare a Demographic Study of the school district.

Introduction and Background of the School District

The Teaneck Public School District is a culturally diverse district serving approximately 4,085 students from pre-kindergarten through high school. Teaneck has eight schools - one preschool, one preschool and kindergarten school, three elementary schools (grades K-4), two middle schools (grades 5-8), and one high school (grades 9-12 and an 18-21 program). The District is proud of its diverse population which includes students and staff from around the world, bringing a variety of ethnic and religious backgrounds.

Strictly adhering to the **District's Mission Statement**, the Teaneck Public School District educates and empowers students by providing a high-quality, rigorous educational experience that prepares students for success within a diverse, global society. Its **Vision** is The Teaneck Advantage: Educational Excellence for All and the **Core Values** of the District are Equity, Excellence, Innovation, and Collaboration.

The Town at a Glance

Located in Bergen County, just four miles west of the George Washington Bridge to New York City, Teaneck benefits from its proximity to major highways, colleges and universities, cultural and sports centers, restaurants, beautiful countryside, and shopping. Teaneck is 6.2 square miles and has a population of over 40,000.

SCOPE OF WORK

The District recognizes there are different approaches to preparing a Demographic Study. The following Scope of Work is intended to present the ideal plan from the District's point of view. The District is willing to consider different Demographic Study models. Therefore, please review the Scope of Work as described below and specifically detail your plan, highlighting any differences from the Scope of Work described below. The ideal Scope of Work is as follows:

➤ **Population Diversity and Demographic Overview**

Examine the demographic data in regard to the District including but not limited to population diversity, program participation, home values, income levels, census, live birth, and land use at a level that relates to district boundaries as well as areas from which current students are enrolled.

Provide a demographic overview of the school district that considers such factors as geography, population density, and wealth.

➤ **Population Trends**

Provide an overview of population trends, birth rates, and population migration patterns within the school district.

➤ **District Growth**

Examine approved housing developments within the school district and its area of control as well as planned and zoned use of land. Using the data, model the complete buildout of the school district integrating general timing for new developments. A study of population trends, birth rates, and population migration patterns within the district. This would require meetings with municipal officials of Teaneck to project the location, quantity, and nature of future housing development.

➤ **Nonpublic School Enrollment**

Recognize and project trends in non-public school enrollment including private schools, charter schools, cyber charter schools, and home-schooled students.

➤ **Future Student Enrollment**

Accurately project future student enrollment incorporating historical enrollment data, live birth data, development activity, demographic trends, and other information that would assist with an accurate forecast. Utilize Geographic Information Systems (GIS) with maps and analysis that visualizes what is happening in the district. Provide sample documentation of the GIS physical model used by the firm.

Provide a ten (10) year forecast of enrollment and population within the district by grade level and by planning area, including socioeconomic/racial characteristics of students.

➤ **Other Factors**

Explain any other factors that will be included in the demographic study.

The demographer will provide a complete study including demographic maps, tables, and charts, fully explaining the study.

Presentations—If Needed

As part of this contract, the demographer may be required to make a minimum of two (2) presentations to the District. One of the presentations will be to District Administration officials and the other to the Board of Education or selected Board committee.

Mode of Presentation—In-person Presentations

The District prefers all presentations be made in person at a designated site in Teaneck, New Jersey 07666. Respondents are to include on the Proposal Form, the cost for an in-person presentation.

Optional Mode of Presentation—Virtual Presentations

The District asks all respondents to submit alternative pricing for virtual presentations made as part of this contract. Respondents are to include on the Proposal Form, the cost for a virtual presentation.

Cohort Survival

- Cohort Survival is the name given to the method of projecting enrollments which is recommended by the New Jersey Department of Education.
- Cohort Survival projections are based on historic enrollment and birth data in the individual school district and incorporate six years of demographic data. They are considered very reliable where trends are expected to continue, without significant change in housing or birth rates.
- Cohort is the name given to the common groups of children originally born in a given year and progressing, together, through the school system, from one grade level to the next.
- Survival Ratios refer to the number of students from one year and grade level who "survive to" or enter the next grade level the following year.

Standard Cohort-Survival Enrollment Projection

This standard cohort-survival enrollment projection is provided by the New Jersey Department of Education for use in the District's Long Range Facilities Plan.

Qualifications of Respondents

Respondents shall submit documentation highlighting qualifications and experience they have that will assist the District in the evaluation and selection process. Such documentation may include, but not be limited to:

- Provide a listing and description of similar Demographic Studies and/or projects awarded with other organizations giving dates of service. Evidence of providing services as listed in the specifications to public school districts;
- Provide comparison data from three New Jersey Public Schools highlighting, by year, your firm's enrollment projections versus actual enrollment;
- Detail the experience your firm and its staff have in working with public sector clients;

- Describe how needs specific to the public sector were met. Highlight any experience specific to school districts;
- Provide at least three client references from similar public school district projects. Include contact names, addresses, and telephone numbers;
- Provide a list of all New Jersey Public School District clients within the past ten (10) years;
- Provide two (2) letters of recommendation from other New Jersey Public School districts demonstrating a successful demographic study; and
- Other information concerning the firm and/or individuals of the firm that would assist the school district in the evaluation process;

Contract Period

Unless otherwise noted, the term of the contract will be from

February 1, 2024, through June 30, 2024

Coordination of Activities—Principal Point of Contact

All activities pertaining to this contract will be coordinated through the offices of

Haquisha Q. Taylor

School Business Administrator/Board Secretary

PRESENTATION PACKAGE

The Teaneck Board of Education seeks from all participating respondents, information that will assist the District in selecting the respondent who will provide the highest quality services at a fair and competitive price.

All respondents shall prepare a presentation package to be submitted with the RFP.

The Presentation Package shall include at a minimum the following:

➤ TECHNICAL CRITERIA

Description of Services

Respondents should list all services to be rendered with their explanation in a detailed plan on how they will provide the services. Respondents shall also provide evidence of how services of a similar type were provided to other public schools in New Jersey. Respondents will provide completion timelines corresponding with major demographic study tasks culminating in dates for presentations to the Administration and Board.

GIS Model

Respondents are to provide sample documentation of the GIS physical model used by the firm and confirm the firm utilizes the latest GIS technology (Ex: ESRI Arc GIS Server)

Respondents are to explain in detail their experience in the following areas:

- Public Engagement (build buy-in complex issues – bond referendum, redistricting, additions, consolidation)
- Geographic Information Systems (GIS) (Creation of maps and analysis that visualizes what is happening in the District)
- Statistical Analysis (proven ability to provide projections on a geographic level)
- Demographics (census, live birth, extraction of a product that relates to District boundaries)
- Educational K-12 Planning (capacity, educational programming, site analysis, etc.)
- City and County Planning (builders, developers, realtors, planners, public works, Comprehensive Plans, Capital Improvement Plans)
- Educational Issues (capacity, funding, benchmarks, educational programming)
- Specifically, detail how your program will meet the needs of the District as outlined in the Scope of Work.

Respondents, by submitting a proposal, acknowledge that they fully understand the scope of service, work, and activity to be performed. Respondents are to provide evidence of any innovation and/or successful approach in providing the services requested.

➤ **MANAGEMENT CRITERIA**

Business Organization

The respondent shall submit a full description of the business organization to include, but not be limited to:

- Name, address, phone, fax, website, and other information of the business entity;
- An organizational chart noting the names of all principals and partners;
- Resumes of key staff members;
- Resume of Instructors who may be assigned to the Teaneck Board of Education; and
- Other information concerning individuals of the professional firm that would assist the school district in the evaluation process.
- Professional staff members who specifically will be assigned to this contract, the experience each possesses, and the location of the office from which they work. Provide a detailed biography and/or resume outlining the experience and credentials of all such staff members.
- Team members that can cross over to other disciplines (City/County Planning, GIS, educational programming)

Qualifications; Relevant Experience

Respondents shall submit documentation highlighting qualifications and experience they have that will assist the District in the evaluation and selection process. Such documentation may include, but not be limited to:

- Provide a listing and description of similar Demographic Studies and/or projects awarded with other organizations giving dates of service. Evidence of providing services as listed in the specifications to public school districts;
- Detail the experience your firm and its staff have in working with public sector clients.
- Describe how needs specific to the public sector were met. Highlight any experience specific to school districts.
- Provide at least three client references from similar public school district projects. Include contact names, addresses, and telephone numbers.
- Provide a list of New Jersey Public School District clients within the past ten (10) years;
- Provide two (2) letters of recommendation from other New Jersey Public School districts demonstrating a successful demographic study; and
- Other information concerning the firm and/or individuals of the firm would assist the school district in the evaluation process.

➤ **COST CRITERIA**

Fee Proposal—Total Cost of Contract

Respondents are to submit a fee proposal schedule that compliments the service that is being requested by the school district. Respondents are to provide the following cost pricing on the Proposal Form:

Total Cost of Contract

The cost criterion is a significant part of the evaluation process.

Respondents are reminded to include on the Proposal Form, the cost for presentation fees, both for in-person and virtual presentations.

Contract Expenses

Respondents are to note the following as it pertains to expenses related to the contract:

➤ **Expenses; Related to Contract; Incidental**

All incidental expenses related to this contract, incurred by the respondent to whom the contract is awarded, shall be the responsibility of the respondent. Charges such as telecommunications, postage, copy charges, food and drink, and other incidental costs are the responsibility of the respondent.

The Board will not reimburse any vendor for any incidental expenses related to the contract.

➤ **Travel/Parking Reimbursement**

The Board of Education will not reimburse any travel-related or meal expenses unless approved by the School Business Administrator.

Evaluation Process; Methodology of Awarding Contract

All RFP responses are to be evaluated on the basis of whose response is the most advantageous to the district, price, and other factors considered, and whose response will provide the highest quality of service at fair and competitive prices. The Board of Education will use a one hundred (100) point system in evaluating all proposals.

The criteria to be evaluated are identified below:

	Category	Value Points
I.	Technical Criteria	30
II.	Management Criteria	30
III.	Cost Criteria	40

EVALUATION OF PROPOSALS—Evaluation Committee

The School Business Administrator shall evaluate all proposals received. The School Business Administrator, if necessary, may appoint a committee to assist her in the evaluation process. Committee members will be identified in the final report submitted to the Board.

Award of Contract

The Board of Education intends to award the contract, based upon the report and recommendation of the Superintendent, to the respondent that receives the highest total cumulative points on the Evaluation Scoring Form **and** whose response is the most advantageous to the Board, price, and other factors considered; and will provide the highest quality service at fair and competitive prices.

Presentations and Interviews—Negotiations Not Permitted

The Board of Education may at its option, require respondents of its choice to attend interviews and make presentations to District officials for clarification regarding their submission prior to contract award. This process may only take place after proposals have been opened and reviewed and prior to the completion of the evaluation. Under no circumstances shall the provisions of the proposal be subject to negotiation.

Packaging and Submission of Proposal—Form of Submission

The Board requires that all proposals be placed in a sealed envelope with one (1) proposal clearly marked “**Original Proposal**” and one clearly marked “**Copy.**” All proposals are to be submitted as noted in the legal advertisement and instructions to respondents. The Board requires each respondent to submit an electronic copy of their proposal to htaylor@teaneckschools.org with the subject title “Demographic Study RFP Response: Your Firm Name” to aid the District in the evaluation process.

**TEANECK BOARD OF EDUCATION
TEANECK, NEW JERSEY 07866**

Proposal Form

DEMOGRAPHIC STUDY

RFP No. **2324-01**

Proposal Due Date: **Tuesday, December 19, 2023**

I submit the total cost fee for the Demographic Study as specified

\$ _____

Presentation Fees; If Needed

As part of this contract, the demographer may be required to make a minimum of two (2) presentations to the District. One of the presentations will be to District Administration officials and the other to the Board of Education or selected Board committee.

- Presentation Fee In-person \$ _____ each
- Presentation Fee Virtual \$ _____ each

Name of Company _____

Address _____

City, State, Zip _____

Telephone No. _____ Ext. _____ Fax No. _____

E-mail: _____ Tax ID No. _____

Authorized Agent _____ Title _____

Authorized Signature _____ **Date** _____