

REQUEST FOR PROPOSALS

FOR OFFERING

TECHNOLOGY and CYBERSECURITY SOFTWARE and
HARDWARE PRODUCTS and SERVICES

TO THE MEMBERSHIP OF THE

NEW JERSEY SCHOOL BOARDS ASSOCIATION (NJSBA)

Attention: CYNTHIA J. JAHN, ESQ.

Proposals Due July 1, 2020
2:00 P.M. E.D.T.



New Jersey School Boards Association

413 West State Street • Trenton, NJ 08618 • Telephone: 609.695.7600 • Toll-Free: 888.88NJSBA • Fax: 609.695.0413

Request for Proposals for NJSBA Offering Technology and Cybersecurity Products and Services

Introduction Letter

Cynthia J. Jahn, Esq.
General Counsel, NJSBA

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June 11, 2020

To Interested Respondents:

The New Jersey School Boards Association, hereinafter (NJSBA) is requesting proposals from interested Respondents who are Authorized Distributors of technology and cybersecurity software and hardware, and offer professional services, including consulting, design, implementation, support, professional development and training as well as being proactive in sales and marketing to NJSBA's membership. The intent is to award one distributor, who will add multiple agents (resellers and vendors) that will act as agents to the contract to support NJSBA members. The successful Respondent will provide product fulfillment services to New Jersey public school districts and charter schools that procure from the contract.

NJSBA is a local governmental entity, a body corporate and politic, with corporate succession, established by the New Jersey Legislature. All boards of education (local education agency) of the various school districts in New Jersey are members of NJSBA, N.J.S.A. 18A:6-45, approximately 580 in number. Additionally, New Jersey's public charter schools may voluntarily join NJSBA; approximately 76 are current members. Collectively, these public schools are referred to as "NJSBA's membership."

NJSBA has developed a Technology & Cybersecurity program under the NJSBA's TEC (Technology for Education and Career), that will enable its members to purchase technological and cybersecurity tools and services at reduced costs; the program assists schools by providing cost-saving alternatives for creating, establishing and continuing the most current digital-learning opportunities for students. Additionally, the program can help schools prepare for online student assessment, manage and reduce the risk of cybersecurity attacks and enhance disaster recovery capability. A further enhancement to the program is training offered by the successful Respondent to the membership in use of the products and services.

NJSBA is also a founding participant in the Sustainable Jersey Digital Schools project, together with the New Jersey Department of Education and Sustainable Jersey/ Sustainable Jersey for Schools: This program is a certification program created to support New Jersey's public schools and to provide resources needed to implement digital learning and promote the skills, abilities, and capacities essential for student success in college and careers.

NJSBA will select one or more Respondents through the competitive contracting process to enter into a five year contract, commencing in October 2020. The proposal to offer the technology and cybersecurity products and services shall be in accordance with the attached Request for Proposals and fully comply with the following:

- i. Public School Contracts Law *N.J.S.A. 18A:18A-1 et seq.*, *N.J.S.A. 18A:18A-5e*, *N.J.A.C. 5:34-4 et. seq.* and *N.J.A.C. 5:34-7 et. seq.* and 5:34-7.30.
- ii. Federal and New Jersey State law and regulations
- iii. New Jersey Open Public Records Act, *N.J.S.A. 47:1A-1 et. seq.*

Attention is called to A-4 of the RFP governing Requests for Information, Clarifications and Submission of Sample Agreements for consideration.

The deadline for proposals is 2:00 p.m. E.D.T. on July1, 2020. Thank you for your interest.

Sincerely,



Cynthia J. Jahn, Esq.
General Counsel

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PART A. INSTRUCTIONS TO RESPONDENT(S)

A-1 INTENT

The New Jersey School Boards Association, hereinafter (NJSBA) is requesting proposals from interested Respondents who are Authorized Distributors of technology and cybersecurity software and hardware, and offer professional services, including consulting, design, implementation, support, professional development and training as well as being proactive in sales and marketing to NJSBA's membership. The intent is to award one distributor, who will add multiple agents (resellers and vendors) that will act as agents to the contract to support NJSBA members. The successful Respondent will provide product fulfillment services to New Jersey public school districts and charter schools that procure from the contract.

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NJSBA has developed a Technology & Cybersecurity program under the NJSBA's TEC (Technology for Education and Career), that will enable its members to purchase technological and cybersecurity tools and services at reduced costs; the program assists schools by providing cost-saving alternatives for creating, establishing and continuing the most current digital-learning opportunities for students. Additionally, the program can help schools prepare for online student assessment, manage and reduce the risk of cybersecurity attacks and enhance disaster recovery capability. A further enhancement to the program is training offered by the successful Respondent to the membership in use of the products and services.

NJSBA is also a founding participant in the Sustainable Jersey Digital Schools project, together with the New Jersey Department of Education and Sustainable Jersey/ Sustainable Jersey for Schools: This program is a certification program created to support New Jersey's public schools and to provide resources needed to implement digital learning and promote the skills, abilities, and capacities essential for student success in college and careers.

The successful Respondents shall:

- A. Offer Technology and Cybersecurity software, hardware, support, professional development, training and subscription services:

- i. The successful Respondent who is an Authorized Distributors of technology and cybersecurity solutions will enter into a contract with NJSBA to provide and offer to NJSBA's membership technology and cybersecurity software and hardware, and professional services, including consulting, design, implementation, support, professional development and training as more fully described below.

The successful Respondent shall provide the services directly to NJSBA and its members. The successful Respondent is requested to provide a discount percentage off all products and services offered by resellers and contracted vendors as agents to the contract.

All purchases that include services under this contract must be accompanied by a complete explanation of the services to be provided in a Scope of Work document. Services available under the contract include installation, configuration, implementation, professional development, training, support and maintenance and cloud services. The aforementioned services may be provided by the Respondent, the software publisher or an authorized partner of the publisher.

- ii. Through individual contracts with the membership:
 - (a) Offer technology and cybersecurity software and hardware, and certified professional services, including consulting, design, implementation, support, professional development and training to NJSBA's membership;
 - (b) Provide helpdesk support, remote and direct communication with membership's staff, to answer questions, discuss options and alternatives; and
- iii. Communicate with membership about the program;
- iv. Services pricing must comply with *N.J.A.C. 5:34-7.30*, as applicable; and
- v. Reimburse NJSBA for its administrative expenses incurred in operating the program.

B. Attendance at meetings: The successful Respondent shall be required to attend meetings, remotely or in person as needed, as requested by the members to assure quality delivery of the services, upon reasonable notice.

C. Marketing Assistance: Respondent's marketing and partnering responsibilities should, at a minimum, include:

- i. Assist NJSBA and its staff in educating the membership about NJSBA and the NJSBA TEC (Technology for Education and Career) program by assisting in the preparation of promotional materials and by providing other marketing

assistance; providing presentations online and at local, regional and state-wide meetings/training opportunities, including the Annual Workshop Conference held in October at the Atlantic City Convention Center, Atlantic City, New Jersey, and/or such other virtual meetings conducted by NJSBA;

- ii. Develop a marketing plan in conjunction with NJSBA;
- iii. Conduct all sales, promotions, presentations, inquiries and quotations for the NJSBA Technology and Cybersecurity section of NJSBA TEC (Technology for Education and Career) program they will be providing to school districts and charter schools;
- iv. On at least a semi-annual basis, meet with NJSBA to review and evaluate the marketing plan and to ensure the terms of the agreement are being upheld.

NJSBA will provide the following marketing support to promote the partnership:

- i. Inclusion of the partnership on the TEC area of NJSBA's website;
- ii. Inclusion of the partnership on all TEC print materials;
- iii. Inclusion of the partnership in all TEC promotions, including promotion at other conferences and events;
- iv. Social media promotions (Facebook/Twitter) announcing the new services available within the TEC program;
- v. Hosting of a product webinar, as part of the TEC webinar series, presented live and included on the NJSBA website.

D. Customer Service: The successful Respondent shall provide ongoing and timely Customer Service to members, answering general questions, facilitating use of any and all services provided, explaining benefits of the program, and addressing related issues raised by membership. Include the number of full-time and part-time employees in the Respondent's in-house customer service department. In addition, include a list of all staff member names, titles, whether the employee is full-time or part-time and a resume for each employee in the Respondent's in-house marketing department.

E. Determining Resellers and Contracted Vendors as Agents to the Contract: The successful Respondent will vet resellers and contracted vendors as agents to the contract to determine a list of resellers and contracted vendors as agents to the contract responsible for:

- i. Answering inquiries from New Jersey public school districts and public charter schools.
 - ii. Assisting school districts to determine products and services best suited for the district needs. This may include conducting in-person meetings with various staff in the district and with the board of education.
- F. Preparing Proposals: The successful Respondent shall provide proposals to New Jersey public school districts and charter schools based on the requests for technology and cybersecurity needs.
- G. Provide Reports: The successful Respondent shall provide monthly accurate reports to NJSBA. Reports shall be timely and accurate and include all activity within each New Jersey school district and charter school. It is the Respondents obligation to keep all pricing up-to-date and provide NJSBA with most current pricing lists. Respondents shall, at their sole expense, maintain precise and accurate records of purchases made by NJSBA and its members under this agreement. NJSBA reserves the right to audit Respondents' records of accounting at any time during the duration of the agreement.
- H. Accessibility/Section 508: NJSBA is committed to promoting the use of electronic and information technologies accessible to individuals with disabilities by meeting or exceeding the requirements of Section 508 of the Rehabilitation Act. The successful Respondent and its subcontractors shall support this goal by providing installation, configuration or integration services for hardware and software that conform with the applicable Revised 508 Standards and shall not install, configure or integrate hardware and software in a way that reduces the level of conformance with the applicable Section 508 Standards.

NJSBA will select one or more Respondents through the competitive contracting process. The proposal to offer the Technology and Cybersecurity Products and Services shall be in accordance with the attached Request for Proposals and fully comply with the following:

- i. Public School Contracts Law *N.J.S.A. 18A:18A-1 et seq.*, *N.J.S.A 18A:18A-5e*, *N.J.A.C. 5:34-4 et. seq.* and *N.J.A.C. 5:34-7 et. seq.* and 5:34-7.30.
- ii. Federal and New Jersey State law and regulations
- iii. New Jersey Open Public Records Act, *N.J.S.A. 47:1A-1 et. seq.*

A-2 RESPONSE TO REQUEST FOR PROPOSALS (RFP)

Successful Proposer(s) must meet or exceed the professional, administrative and financial qualifications and requirements set forth in the RFP and shall provide all of the information requested herein. Respondent(s) may submit supplemental information that it deems useful for NJSBA in evaluating its proposal. Respondent(s) are encouraged to be clear, factual, and concise in presentation of information.

Respondent(s) are cautioned, however, that the response must meet the minimum RFP requirements. Failure to comply with the requirements of this RFP may disqualify the Respondent's response from consideration.

A-3 DEADLINE FOR RESPONSES TO NJSBA'S REPRESENTATIVE

Responses to the RFP must be submitted to NJSBA's Representative no later than 2:00 p.m. on July 1, 2020. Proposals must be in a sealed opaque envelope and clearly marked "Response to NJSBA's RFP for the NJSBA TEC program/Technology and Cybersecurity Products and Services." NJSBA is requesting proposals from interested Respondents who will offer Technology and Cybersecurity Products and Services to NJSBA's membership. The intent is for one successful Respondents to offer Technology and Cybersecurity Products and Services on behalf of NJSBA's participating members. The successful Respondents will provide Technology and Cybersecurity Products and Services to New Jersey public school districts and charter schools that contract with the successful Respondents.

Proposals should identify a contact person, the name and office of the person who prepared the proposal and must be signed by a person authorized to bind the entity submitting the proposal.

Each Respondent must submit one (1) original, three (3) additional copies and one (1) electronic copy of the proposal on a USB drive. In addition, Respondent may also email a copy of the proposal to cjahn@njsba.org. Responses may be hand-delivered or sent by mail to NJSBA's Representative.

NJSBA's Representative: NJSBA's Representative is Cynthia J. Jahn, Esq., General Counsel, New Jersey School Boards Association. Submit information to:

Cynthia J. Jahn, Esq.
New Jersey School Boards Association
413 West State Street
Trenton, New Jersey 08618
Office # 609 278 5250
Fax # 609 695 1577
cjahn@njsba.org

NJSBA shall not be responsible for misdirected submissions. Responses received by NJSBA after the date and time specified above will not be considered and rejected upon receipt.

A-4 QUESTIONS OR REQUESTS FOR CLARIFICATION (See Appendix A)

Respondent(s) shall direct all questions or requests for information in writing using the form included as Appendix A, by certified mail, facsimile, or e-mail to NJSBA's Representative.

All questions and/or requests for information must contain an address where responses should be directed.

All Respondent(s) should note that under the Competitive Contracting provisions of the Public School Contracts Law, NJSBA may not negotiate the terms of a proposal. See N.J.S.A. 18A:18A-4.5(b). Accordingly, any issues that a Respondent may have with regard to the legal or technical terms of the request for proposals or any anticipated exceptions, including any indemnification or other terms of contract thereto, must be raised in the question period and resolved before the submission of a proposal. Accepted proposals will be subject to the terms contained herein.

All questions and/or requests for information should reference the section or addendum of the RFP and page number to which they pertain and should be asked in consecutive order, from beginning to end, following the organization of the RFP. Except for brief procedural matters, there will be no response to oral inquiries. Questions must be submitted no later than June 16, 2020. Potential Respondent(s) are urged to submit questions pertaining to core Terms of Agreement as soon as possible, but no later than the date provided above, so available time is maximized to resolve those questions before the proposal is due. All questions must be submitted on Appendix A.

The final form of the Agreement will be subject to all applicable public contracting statutes, rules and regulations. Any provision of any submitted Proposal that is in conflict with the foregoing shall be null and void, *ab initio*, unless otherwise approved pursuant to the requirements for exceptions, below.

A-5 ANTICIPATED SCHEDULE OF EVENTS

Step #	Item	Date
1.	Request for Proposal Published	June 11, 2020
2.	Cut off for Questions and Clarifications	June 16, 2020
3.	Pre-proposal Conference, 413 W. State Street, Trenton, NJ	TBD
4.	Issue Addendum, as necessary	TBD
5.	Proposal Due	July 1, 2020
6.	Award Contract	July 6, 2020

A-6. AMBIGUITY, CONFLICT OR ERRORS IN THE RFP

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or error in the RFP, the Respondent shall immediately notify NJSBA's Representative of such error in writing which can be delivered by hand, mail, overnight carrier, or email addressed as described in Section 3 of this Part.

A-7 REVISIONS TO THIS RFP

In the event it becomes necessary to clarify or revise this RFP, such clarification or addendum shall be issued by NJSBA by written addendum to the RFP.

Any RFP addendum shall be delivered by hand, certified mail, facsimile, or delivery by courier service that certifies delivery. Only those Respondent(s) who have already received the proposal documentation directly from NJSBA will be provided the addendum unless the person notifies NJSBA's Representative that it seeks to be included on the distribution list for any addenda.

Any addenda, clarification and/or revision to this RFP shall become part of this RFP and part of the contract arising from the RFP. Respondent(s) shall include a listing of received RFP Addendums as part of the Proposal on Proposal Form #1.

A-8 PROPOSAL FORM

Each Respondent(s) must submit one (1) original; three (3) additional copies; and one (1) electronic copy of the proposal on a USB drive. Each proposal shall be duly executed. All corrections, whiteouts, erasures or other forms of alteration to prices must be initialed in ink and dated by the Respondent(s).

A-9 RESPONDENT'S REPRESENTATION

Proposal must be signed by a duly authorized signatory and shall provide the full business address on the signature form provided in this proposal. Proposals by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. Proposals by corporations or other business entities shall be signed with the name of the corporation or other business entity followed by the signature and title designation of an individual authorized to bind the corporation or business entity in the matter.

A-10 SPECIFICATION CHANGES, ADDITIONS AND DELETIONS

All changes to proposal documents shall be through written addendum, clearly marked and furnished to NJSBA at the aforementioned address only prior to the opening date of the proposals. Verbal information obtained otherwise will not be considered in awarding of proposals. Respondent(s) shall not be permitted to alter the terms of their proposal after the time and date of the submission thereof; however, the Respondent(s) may request that the proposal be returned prior to the closing date of the RFP, in which case the Respondent(s) may submit a new RFP prior to the closing date.

A-11 ELECTRONIC PROPOSAL SUBMITTAL PROHIBITED

Proposals sent by electronic, telephonic or facsimile devices (including email) are NOT acceptable and will be rejected upon receipt. Respondent(s) will be expected to allow adequate time for delivery of their Proposal either by express courier or personal service. NJSBA shall not be responsible for premature opening or late delivery of Proposals not properly marked or addressed.

A-12 CONDITIONAL PROPOSALS

Conditional proposals will not be accepted. Proposals may be withdrawn prior to the advertised time for receipt of proposals or authorized postponement prior thereof. Proposals received after the advertised time will not be considered and will be rejected upon receipt.

A-13 COSTS

NJSBA assumes no responsibility and bears no liability for costs incurred by Respondent(s) in the preparation and submittal of responses to this RFP.

A-14 PROPOSAL OPENING

Examination of the proposals will commence after opening at 2:00 p.m. July 1, 2020, and an evaluation process will be initiated. At the opening of the proposals, the name of the Respondent(s) and terms of the proposal will be announced. No proposal information or results will be given over the telephone. No proposal may be withdrawn for a period of 60 calendar days of the proposal opening date. Proposals, amendments thereto or withdrawal requests received after the time advertised for proposal opening will be rejected.

A-15 REJECTION OF RESPONSES

NJSBA reserves the right to accept or reject in part or in whole any or all responses to this RFP submitted, as provided in *N.J.S.A. 18A:18A-22*. NJSBA shall reject the response of any Respondent(s) who is determined not to be responsible or whose response is deemed to be non-responsive.

NJSBA reserves the right to waive minor variances in responses to this RFP. Any such waiver shall not modify any remaining RFP requirements nor excuse any Respondent(s) from full compliance with the RFP specifications and other contract requirements if the Respondent(s) is awarded the contract.

The failure of a Respondent to supply information concerning its responsibility may be grounds for a determination of non-responsibility.

A-16 BASIS OF PROPOSAL AWARD

Award of proposal shall be made to the Respondent(s) determined to be the most responsible, price and other factors considered, as determined by NJSBA, in its sole discretion. Proposal evaluation criteria are stated in Section D of this RFP.

A-17 DISCLAIMERS

NJSBA reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate. Receipt by NJSBA of a response to this RFP confers no rights upon the Respondent, nor obligations upon NJSBA in any manner.

A-18 GENERAL INSTRUCTIONS

It is intended that this RFP describe the requirements and response format in sufficient detail to secure comparable proposals. Respondent(s) shall submit responses that are complete, thorough and accurate. Sales brochures and other similar material should not be included in a Respondent's response. The response shall be descriptive and contain sections in the same order as provided in the section entitled "Proposal Content." Respondents are instructed to clearly identify any requirement of this RFP that the Respondent(s) cannot satisfy. A Respondent's failure to comply with all provisions of this RFP may disqualify the Respondent's response.

A-19 COMPETITIVENESS AND INTEGRITY

The proposal process is designed to prevent biased evaluations and to preserve the competitiveness and integrity of contract awards. Respondent(s) are to direct all communications regarding this proposal to NJSBA's Representative and are not to contact other NJSBA officials or employees directly unless specifically directed by NJSBA's Representative. Attempts to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the Respondent(s) found to be in noncompliance.

PART B. TERMS AND CONDITIONS

B-1 LAWS AND REGULATIONS

All applicable federal, state, and local laws, regulations, as well as policies, of NJSBA shall apply to the proposal process, any resulting contract, and are incorporated here by reference.

B-2 SUBCONTRACTING/ASSIGNMENT

No portion of this proposal may be subcontracted or assigned without the prior written approval of NJSBA.

B-3 MODIFICATIONS OF AGREEMENT

No modification of the scope of the award or the resulting contract shall be binding upon NJSBA unless duly approved and made in writing and signed by NJSBA's Representative.

B-4. QUALIFICATIONS OF RESPONDENT

All Respondents must demonstrate that they have:

- i. Business Registration Certification: Document that Respondent holds a current New Jersey Business Registration Certificate.
- ii. At least ten (10) years organizational experience in providing technology and cybersecurity services, with specific details relating to these services being provided to school districts and charter schools.
- iii. A deep and practical understanding of New Jersey Public Contracts Law, N.J.S.A 18A-18A-1 et seq. and how it intersects with offering digital learning products and services to public contracting entities.
- iv. A high-level of familiarity with the needs of public schools in the provision of technology and cybersecurity services for both large and small school districts. Applicants should possess a practical understanding of the service's functionality, capability, market cost and product lifecycles
- v. An established business presence in New Jersey. A list of long-standing client references in New Jersey will demonstrate your aptitude and ability, as well as your commitment to the NJSBA's membership.
- vi. Demonstrated experience marketing to local government entities.

- vii. Customer service experience and sufficient staffing resources experienced in providing customer service to local education agencies.

NJSBA may make such investigation as it deems necessary to determine the ability of the Respondents to perform the work. The Respondent shall furnish any information and data for this purpose as NJSBA may request.

All Respondents are required to submit a sworn statement indicating whether the Respondent is, at the time of the proposal opening, included on the New Jersey State Treasurer's list of debarred, suspended or disqualified Respondents as a result of action taken by any State or Federal Owner;

<http://www.state.nj.us/treasury/revenue/debarment/debarsearch.shtml>.

B-5 OWNERSHIP DISCLOSURE REQUIRED (Proposal Requirement #2) AS APPLICABLE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership 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 corporation or partnership, bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, sole proprietorships, limited partnerships, limited liability corporations, limited liability partnerships, joint ventures and Subchapter S corporations. Failure to submit the Ownership Disclosure document shall result in rejection of the bid. The reference herein to "bid" or "bidders" applies to this RFP as the RFP and Respondent(s).

B-6 NON-COLLUSION AFFIDAVIT (Proposal Requirement #4)

The Respondent shall submit with its bid a statement of non-collusion as per the attached affidavit.

B-7 POLITICAL CONTRIBUTIONS DISCLOSURE – Requirements

Pursuant to *N.J.A.C. 6A:23A-6.3 (a1-4)* please note the following:

Award of Contract – Reportable Contributions – *N.J.A.C. 6A:23A-6.3 (a2)*

"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 C. 83 (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 (a2, 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 is prohibited during the term of the contract.”

Chapter 271 Political Contribution Disclosure Form – Required - *N.J.A.C. 6A:23A-6.3 (a4)*

All respondents shall submit with their bid package a completed and signed Chapter 271 Political Contribution Disclosure Form. Respondent’s disclosure shall indicate any and all reportable contributions made to any State, county or local political entity of the State regardless as to which county said entity is located.

Political Contribution Disclosure Statement – Pay to Play

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 the requirement is available from the New Jersey Election Law Enforcement Commission at 888-313-3532 or at <http://www.elec.state.nj.us/>

B-8 FORM OF CONTRACT

The resulting Contract (“Contract” or “Agreement”) shall meet the minimum requirements established in this RFP and shall include the requirements thereof unless specifically stated to the contrary in the RFP. The Contract will be subject to all statutes, rules and regulations applicable to public contracts under the laws of New Jersey as well as the requirements applicable to the successful submission of charitable grant proposals. Respondents are strongly encouraged to submit proposed form of agreement meeting the minimum requirements of this RFP as provided herein. Respondent shall include a template of the contract that will be used to offer Technology and Cybersecurity Products and Services to NJSBA’s membership.

B-9 NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

(Certificate and Sales and Use Tax Requirements, *N.J.S.A. 52:32-44 et seq.*)

The Respondent shall provide to the contracting agency its proof of business registration with a public bid or request for proposals no later than award of the contract, purchase order or other contracting document that evidences the agreement.

The Respondent shall also maintain and submit to the contracting agency a list of subcontractors that knowingly provide goods or services to NJSBA or the Respondent in fulfillment of the contract with NJSBA, and their addresses that may be updated from time to

time during the course of the contract performance. A complete and accurate list shall be submitted before final payment and the Respondent shall attest to same before final payment is made.

At the sole option of NJSBA, the requirement that a Respondent provide proof of business registration may be fulfilled by the Respondent providing the contracting agency sufficient information for the contracting agency to verify proof of registration of the Respondent through a computerized system maintained by the State.

No contract with a subcontractor that knowingly provides goods or services to NJSBA or the Respondent in fulfillment of the contract with NJSBA, shall be entered into by any Respondent under any contract with a contracting agency unless the subcontractor first provides the Respondent with proof of a valid business registration.

For the term of the contract and thereafter, the Respondent and each of its affiliates and a subcontractor and each of its affiliates (*N.J.S.A. 52:32-44(g)(3)*) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax, when applicable, due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to *N.J.S.A. 52:32-44 et al.*, or that provides false business registration information 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.

B-10 AMERICANS WITH DISABILITIES ACT

It shall be a condition that any company, firm or corporation supplying goods or services must be in compliance with the appropriate areas of the Americans with Disabilities Act of 1990 as enacted, and from time to time amended, and any other applicable Federal regulation. The compliance requirement is included as Appendix C.

B-11 DISCLOSURE OR INVESTMENT IN IRAN (Proposal Requirement # 7)

It shall be a condition that any company, firm or corporation supplying goods or services must be in compliance with *N.J.S.A. 18A:18A-49.4 (P.L. 2012 c. 25)* and must provide a duly executed certification in compliance with *N.J.S.A. 52:32-55 et seq.*

B-12 COMMON LANGUAGE

Unless otherwise specified in this document, all words shall have a common language unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular. Additionally, words

in the masculine gender include the feminine and the neuter and when the sense so indicates, words of the neuter gender may refer to any gender.

B-13 PROPRIETARY INFORMATION

All information included in any proposal that is of a proprietary nature must be clearly marked as such. NJSBA shall be held harmless from any claims arising from the release of proprietary information not clearly designated as such by the proposing firm.

Because of the need for public accountability, the following information concerning the proposal will not be considered proprietary, even if such information is clearly marked as such: prices of proposal, non-financial information concerning compliance with specifications, guarantees and warranties. In addition, NJSBA cannot guarantee that information marked proprietary may not otherwise be required to be disclosed by New Jersey law. NJSBA shall not be liable for any information released in good faith compliance with the Open Public Records Act. *N.J.S.A. 47:1A-1, et seq.* and any other applicable law, regulation, executive order or court order.

B-14 USE OF AGENCY'S NAME

Except as otherwise provided in this RFP, the successful Respondent shall not use NJSBA's name in advertising unless the request is received in writing and approved in writing or electronically by NJSBA. Any license to utilize NJSBA's name will be contingent upon mutual agreement on the amount of compensation to be provided to NJSBA for such use.

B-15 PAYMENTS

Payments will be made by the successful Respondent to NJSBA for its administrative expenses under the terms of the contract with Respondent with the terms and conditions of the resulting contract. Respondent shall set forth the administrative fee structure and how NJSBA will receive payment from Respondent over the term of the contract.

Individual membership payments to Respondent shall be set forth under the pricing agreement reached with NJSBA on behalf of its membership, as set forth in the awarded contract to the successful Respondent.

B-16 INDEMNIFICATION

The Respondent will indemnify, defend and hold harmless NJSBA, and its principals, directors, officers, members, employees and agents from and against any and all claims of school districts, vendors and/or suppliers for any damages, losses and expenses on account of such third party claims (including attorney's fees) which may arise as a result of the Respondent's errors or omissions and/or relating to the Respondent's professional

malpractice and professional duties hereunder; except that the Respondent shall not be liable to the extent that any liability, losses, claims, damages shall have resulted from the willful misconduct, gross negligence or ordinary negligence of NJSBA, all of which shall remain the responsibility of NJSBA. The Respondent reserves the right to assume the defense of any claim, suit or proceeding for which indemnification is sought upon consultation with NJSBA. Except for the foregoing provisions of this paragraph, in no event shall the Respondent or any of its principals, directors, officers, employees or agents, be liable for any indirect, incidental, special, consequential or punitive damages of any kind whatsoever arising out of, or in connection with, this Agreement or any breach thereof. Nothing in this Section 16 shall be construed or interpreted to confer joint and several liability on NJSBA to the Respondent under this Agreement.

B-17 INSURANCE

The Respondent shall provide proof to NJSBA that it carries minimum primary Professional Liability coverage in the amount of \$2,000,000 per claim and in the aggregate, protecting itself against loss by reason of liability imposed upon the Respondent by law or assumed under this Agreement.

B-18 WARRANTIES

The Respondent(s) shall warrant that the proposal is true, accurate and complete. The Respondent(s) shall provide such other warranties as are required or recommended.

B-19 TERMINATION OF CONTRACT

For the term of the Agreement, to the extent consistent with *N.J.S.A.18A:18A-4.5*, NJSBA may terminate the contract in the event of a material breach by the other party. Notice of such breach shall be provided in writing and the breaching party shall be afforded a period of thirty (30) days to cure the breach. If the breach is not cured during such period, NJSBA may then terminate the contract.

Without prejudice to any other right or remedy available to NJSBA at law or in equity of any event described below, this Agreement may be terminated by NJSBA if the successful Respondent, or any parent company of the Respondent, shall:

- i. Have an order for relief entered with respect to it, commence a voluntary case or have an involuntary case filed against it under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect (and such order or case is not stayed, withdrawn or settled within sixty (60) days thereafter). It is the intent of the parties hereto that the provisions of Section 365(e)(2)(A) of Title 11 of the United States Code, as amended, or any successor statute thereto, be applicable to this Agreement;

- ii. File for reorganization, become insolvent or have a receiver or other officer having similar powers over it appointed for its affair in any court of competent jurisdiction, whether or not with its consent (unless dismissed, bonded or discharged within sixty (60) days thereafter); or,
- iii. Admit in writing its inability to pay its debts as such debts become due.

B-20 EMPLOYMENT PRACTICES

No firm may be issued a contract unless it complies with the affirmative action provisions of *N.J.S.A. 10:5-31 et seq.* and *N.J.A.C. 17:27-1 et seq.* as found in Appendix D.

B-21 GOVERNING LAWS AND DISPUTE RESOLUTION

This contract is to be governed by the laws of the State of New Jersey. Respondent agrees that any action or proceeding in any way, manner or respect arising out of the RFP or Contract, or arising from any dispute or controversy arising in connection with or related to the RFP or Contract, shall be litigated only in the courts having status within Mercer County, State of New Jersey, and the Respondent consents and submits to the jurisdiction of Superior Court in Mercer County, New Jersey.

If a dispute arises between NJSBA and any entity or individual as to which NJSBA is bound to the arbitration of such disputes, then the Respondent agrees that the Respondent can be joined as a party to such a mediation, binding arbitration or non-binding arbitration with respect to disputes that may arise. Any and all disputes which exist only between NJSBA and the Respondent, or among NJSBA, the Respondent and others as to which NJSBA is not bound to the mediation, binding arbitration or non-binding arbitration of disputes, shall be subject to the provisions of this Section.

Dispute resolution practices shall not apply to disputes concerning the proposal solicitation or award process or to the formation of contents or subcontractors to be entered into pursuant to the Public School Contracts Law.

B-22 ASSIGNMENT OF CONTRACT

Respondent may not assign, reassign, or sublet the contract award at any time during the life of the contract unless otherwise permitted by the RFP or required by law.

B-23 PERIOD OF CONTRACT

The term of the Agreement will be for the term of five (5) years, commencing in October 2020. *N.J.S.A. 18A:18A-4.2.*

B-24 LICENSES

The successful Respondent shall, at its own expense, be required to provide and maintain any and all registrations, permits and licenses as required by law.

B-25 ADDITIONAL INFORMATION OR ORAL PRESENTATIONS

Subsequent to the receipt of Proposals, NJSBA's Representative may require the submission of additional information before the award of a contract, at no charge to NJSBA, in order to ascertain whether or not the services will be suitable to meet the needs as set forth in the RFP. In addition, NJSBA, in its sole discretion, may request one or more Respondent to provide oral presentations to assist in the evaluation of the proposals.

B-26 SUMMARY OF APPENDIX DOCUMENTS

The following documents are referenced in this Request for Proposals and should be reviewed and used as appropriate by the Respondent. They are found after Section E of this document.

- i. Appendix A: Questions or Requests for Clarifications Form
- ii. Appendix B: Technology and Cybersecurity Products and Services
- iii. Appendix C: Americans with Disabilities Act Contract Language
- iv. Appendix D: Equal Employment Opportunity Contract Language
- v. Appendix E: Disclosure of Investment Activities in Iran

PART C. SCOPE OF WORK

C-1 INTRODUCTION AND BACKGROUND

NJSBA is requesting proposals from interested Respondents to offer technology and cybersecurity services to NJSBA's membership. The contract awarded may operate as a multi-source (vendor) contract, based upon the proposals received applying the proposal evaluation matrix Part D.

NJSBA has developed a program, NJSBA's TEC (Technology for Education and Career), that will enable its members to purchase technological tools and services at reduced costs. The program assists schools by providing cost-saving alternatives for creating, establishing and continuing the most current digital learning opportunities for students. Additionally, the program can help schools prepare for online student assessment, manage and reduce the risk of cybersecurity attacks and enhance disaster recovery capability. A further enhancement to the program is professional development and training offered by the successful Respondent to the membership in use of the products and services.

C-2. QUALIFICATION REQUIREMENTS

- i. Business Registration Certification: Document that Respondent holds a current New Jersey Business Registration Certificate.
- ii. At least ten (10) years organizational experience in providing technology and cybersecurity services, with specific details relating to these services being provided to school districts and charter schools.
- iii. A deep and practical understanding of New Jersey Public Contracts Law, N.J.S.A 18A-18A-1 et seq. and how it intersects with technology and cybersecurity services.
- iv. A high-level of familiarity with the needs of public schools in the provision of technology and cybersecurity services for both large and small school districts. Applicants should possess a practical understanding of the service's functionality, capability, market cost and product lifecycles.
- v. An established business presence in New Jersey. A list of long-standing client references in New Jersey will demonstrate your aptitude and ability, as well as your commitment to the NJSBA's membership.
- vi. Demonstrated experience marketing to local government entities. Customer service experience and sufficient staffing resources experienced in providing customer service to local education agencies.

C-3 PRICING AND FEE PROPOSAL (Proposal Form 2)

NJSBA is requesting Respondents to propose a pricing structure to be implemented under the resulting contract. Explain fee structure over the term of the contract for the product and service pricing agreement reached with NJSBA for the Technology and Cybersecurity Products and Services on behalf of its membership. Pricing offered shall be discounted from the manufacturers' price lists or catalogues, or fixed price, or combination of both with indefinite quantities. See Appendix F for pricing details.

Include prices for NJSBA members for all products and services.

Also, include a structure for reimbursement of NJSBA's administrative services.

C-4 DRAFT AGREEMENT (Proposal Form 3)

Respondent shall submit a draft agreement with NJSBA (contract) that sets forth the terms and conditions of all elements necessary for administration including reimbursement of NJSBA's expenses in activating the Technology and Cybersecurity Products and Services. Agreements with language contradictory to the RFP must be submitted during the question and answer period.

Additionally, Respondent shall submit a draft contract to be entered into with NJSBA's membership under the pricing agreement reached with NJSBA on behalf of its membership.

Best Price Guarantee

The successful Respondents agree to provide the pricing to NJSBA and its members that are the lowest pricing available and shall remain so for the duration of the agreement.

Price reduction may be offered at any time during the duration of the agreement and shall be effective upon approval by NJSBA.

Should necessary design changes or alterations increase pricing NJSBA must be notified immediately, together with supporting manufacturer documentation or appropriate documentation justifying the increase. NJSBA must approve any increase; prior pricing must be honored for no less than thirty (30) days after approval is given.

It is the Respondents obligation to keep all pricing up-to-date and provide NJSBA with most current pricing lists.

Respondents shall, at their sole expense, maintain precise and accurate records of purchases made by NJSBA and its members under this agreement. NJSBA reserves the right to audit Respondents' records of accounting at any time during the duration of the agreement, and for five (5) years from the date of the final payment to NJSBA of its administrative fee. NJSBA is subject to the Open Public Records Act, *N.J.S.A. 47:1A-1 et. seq.*, and said documents are subject to public disclosure. In the event Respondents'

pricing is materially inconsistent with the pricing under the agreement, NJSBA shall conduct an extensive audit, at Respondents' expense, of all documentation, including digital documents, related to this agreement.

Termination of Contract

Default - If NJSBA determines, in its sole discretion, that the Contractor has failed to comply with the terms of these bid documents, the contract, and/or conditions of the bid and/or proposal upon which the contract is based, particularly but not limited to the Fee Proposal and Reporting Requirements set forth above, or that the Contractor has failed to perform any required service, duties and/or responsibilities toward NJSBA and/or a Cooperative Purchasing Member in a timely, proper, professional and/or efficient manner, then NJSBA shall have the authority to immediately terminate the contract upon written notice to the Contractor setting forth the reason for termination and effective date of termination.

Notwithstanding the above, NJSBA will attempt to give the Contractor all reasonable opportunities to cure any defect in Contractor's performance or compliance with the contract. Any decision by NJSBA to not terminate the contract in response to an act or omission by the Contractor constituting a default shall not be considered a waiver of NJSBA's rights, nor shall any such decision be binding against the NJSBA with respect to future acts of default by the Contractor.

In the event that NJSBA terminates the contract based upon Contractor's default, NJSBA expressly reserves the right to disqualify the Contractor as a bidder on future projects for a period of up to five (5) years based upon NJSBA's prior negative experience with the Contractor. In such event, NJSBA also reserves the right to notify each of its Co-op Members of Contractor's default and disqualification and NJSBA may encourage Co-op Members and all other public boards of education in the State of New Jersey to similarly disqualify Contractor as authorized by *N.J.S.A. 18A:18A-4*. Accordingly, Contractor should take care to fully and accurately comply with all contractual requirements.

Termination by NJSBA of the contract does not absolve the Contractor from potential liability for damages caused to the NJSBA and/or the Co-op Member by the Contractor's breach of this agreement. NJSBA and/or the Co-op Member may withhold payment due the Contractor and apply the same towards any damages incurred, subject to all relevant laws and regulations. Damages may include the additional cost of procuring said services or goods from other sources.

The Contractor shall indemnify and hold NJSBA and Co-op Members harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the termination of this contract.

Unconditional Termination for Convenience - The contract may be terminated by NJSBA for convenience without any liability or penalty to NJSBA or any Co-op Member except that the Contractor shall be paid for services rendered prior as previously agreed to by the ordering party and the Contractor. In no event shall NJSBA or any Co-op Member be liable for any loss of profits, loss of business advantage, compensatory or consequential damages, or

any other claim by the Contractor other than the direct and agreed upon cost of the goods and/or services.

Termination by NJSBA for Reasons Other Than Default or Convenience

NJSBA may also terminate this contract for any reason authorized by law or as otherwise provided in these contract documents.

PART D. PROPOSAL EVALUATION

D-1. PROPOSAL EVALUATION

Proposal evaluation will be performed by NJSBA. The award of the contract shall be made to the responsible Respondent whose responsive proposal is determined to be the most advantageous to NJSBA and its members, price and other factors considered, taking into consideration the proposal criteria set forth below. Respondent may be contacted for clarification regarding their proposals. Documented poor performance of Respondent on previous contracts with NJSBA will be considered during evaluation and may be sufficient cause not to award.

D-2. EVALUATION CRITERIA

All proposals will be reviewed by NJSBA. Only those proposals found by NJSBA to be fully responsive to the submission requirements will be evaluated pursuant to these criteria.

NJSBA may conduct interviews with finalists to clarify information provided in the proposals. If requested, Respondent will be notified in advance. Interviews may be conducted in person or via conference call. Any presentation shall address only those matters pertaining to the Respondent's submission, pursuant to *N.J.A.C. 5:34-4.3*. NJSBA may make a final selection of Respondents to interview based upon such factors as deemed to be in NJSBA's and its members' best interests, in NJSBA's sole and absolute discretion.

The following evaluation criteria, not necessarily listed in order of significance, will be used to evaluate responses to this RFP.

Company Overview and Qualifications

Preference will be given to Respondents demonstrating strong capabilities, experience and proven track record and reputation in offering technology and cybersecurity software and hardware, and certified professional services, including consulting, design, implementation, support, professional development and training as described herein:

- i. At least ten (10) years organizational experience in providing technology and cybersecurity services, with specific details relating to these services being provided to school districts and charter schools.
- ii. Record of industry experience in providing technology and cybersecurity branded software and hardware, and professional services, including consulting, design, implementation, support, professional development and training to New Jersey public schools and New Jersey public charter schools.
- iii. Reliable contract compliance and timely performance of services

- iv. Availability and quality of personnel and other resources including documentation of experience of proposed staff in performing similar work:
 - a. Ability to Implement Program
 - b. Pricing
 - c. Technical expertise
 - d. Program Management

Pricing and Reporting

The Respondent should provide details as to the fees it would charge customers to provide the technology and cybersecurity services noted in its proposal, including any combination of fixed fees, hourly rates, a percentage of recovery for recovered costs and/or a percentage of future savings from cost savings identified as a result of the audit work completed.

Additionally, the Respondent should provide details as to the administrative fees it would pay to NJSBA to enable NJSBA to be reimbursed for the costs it incurs to manage and administer this contract. Such administrative fees could be expressed as a flat fee or as a percentage of the fees the Respondent earns in providing its services via its proposal.

The Respondent should demonstrate its willingness and ability to provide monthly reports to NJSBA documenting the agreements it has reached with NJSBA's members, the level of activity for these agreements, the calculations showing the NJSBA administrative fees, and a pipeline report showing contacts with other members for which a contract has not yet been signed.

Specific Evaluation Criteria

The following evaluation criteria and weighting shall be used to formally evaluate all proposals and to subsequently determine a final contract award.

- a. Industry Experience (40%) – Does the Respondent(s) document a record of industry experience in providing technology and cybersecurity branded software and hardware, and professional services, including consulting, design, implementation, support, professional development and training to New Jersey public schools and New Jersey public charter schools? Is the Respondent(s) an Authorized Distributor of technology and cybersecurity solution? How many years has the Respondent(s) serviced New Jersey public schools and New Jersey public charter schools?
- b. Personnel (20%) – Does the Respondent(s) document the availability and quality of personnel with the experience and knowledge to successfully manage all technology and cybersecurity products and services for a significant number of public entities as described in the RFP?

- c. In-house Marketing Department (20%) - Does the Respondent(s) clearly possess an in-house marketing department who will be responsible for working with NJSBA to design and implement marketing plans as agreed upon by both parties? How many full-time and part-time employees are in the Respondent(s) in-house marketing department? Include a list of all staff member names, titles, whether the employee is full-time or part-time and a resume for each employee in the Respondent(s) in-house marketing department. What platform will the Respondent(s) utilize to send email communications to a list of contacts and track opens and click throughs? How many webinars will the Respondent(s) be willing to host per fiscal year?

- d. Fees – (20%) - Each Respondent(s) must explain the annual fees to be charged for all services necessary to implement in a timely fashion all aspects of this proposal, including reimbursement to NJSBA for its administrative expenses.

PART E. FORM OF PROPOSAL

Proposal must be submitted in the format outlined in this section. Each proposal will be reviewed to determine if it is complete prior to actual evaluation. NJSBA reserves the right to eliminate from further consideration any proposal deemed to be substantially or materially unresponsive to the requests for information contained herein.

The first page that should appear is the Proposal Cover Form. This shall include the name and address of the company along with the name, address, telephone number, fax number, and e-mail address of the individual responsible for the preparation of the proposal. Thereafter, the Proposal should contain the following numbered sections:

E-1. EXECUTIVE SUMMARY

The executive summary should be no more than two pages and be suitable for those audiences who do not require the entire proposal. The Executive Summary should briefly describe the Respondent's understanding and experience in providing Technology and Cybersecurity Products and Services to the New Jersey School Boards Association and/or its members.

E-2. RESPONSE TO SCOPE OF SERVICES

This Section of the proposal should contain the Respondent's scope of services relative to your proposed fee structure.

E-3. COMPANY PROFILE

Provide a profile of the company and specify contact/responsibility information relative to the contract, i.e., management, staffing, number of representatives to be assigned to this contract and primary contacts. Provide a description of Respondent's experience in performing services of the type described in this RFP. Specifically identify client size and specific examples of work within the scope of services required under this RFP in similarly sized agencies. It is imperative to show experience in similarly sized agencies and work in New Jersey.

Respondent shall also provide the location of the primary office or offices responsible for the engagement and describe the company's presence in New Jersey.

E-4. EXPERIENCE, QUALIFICATIONS AND ABILITY TO IMPLEMENT

This section of the proposal should contain all of the information that NJSBA will reasonably require to evaluate Respondent's experience, qualifications and ability to implement NJSBA offering Technology and Cybersecurity Products and Services.

This shall include a staffing plan and organization chart listing those persons who will be assigned to the engagement if the Respondent is selected, including the designation of the person who would be the Respondent's officer responsible for all services required under the contract. This portion of the proposal should include the relevant resume information for individuals who will be assigned, including, at a minimum, a description of the person's relevant professional experience, years and type of experience, and number of years with the Respondent.

Include a sample implementation plan with suggested timelines.

E-5. PRICING AND FEE PROPOSAL

Please provide your pricing schedule for each product of each category offered for Technology and Cybersecurity Products and Services and reimbursement of NJSBA's administrative expenses.

E-6. REFERENCES AND EXPERIENCE

Provide references, including New Jersey based clients that you have serviced in the past five (5) years, school/municipal/county/state experience preferred. In submitting your references, the Respondent grants NJSBA the authority to contact owners of those projects to discuss the Program and the Respondent(s) with them (documented on Appendix B).

E-7. REQUIRED FORMS

Must contain all the Proposal Forms and Proposal Requirements that the Respondent shall sign and submit with the proposal, including any documentation or other information required in conjunction with those forms, except as required above.

- Proposal Requirement # 1: Proposal Cover Form
- Proposal Form 1: Respondent(s) Information, Certification and Representations
- Proposal Form 2: Pricing and Fee Proposal
- Proposal Form 3: Draft Agreement
- Proposal Form 4: Respondent's Checklist
- Proposal Requirement # 2: Ownership Disclosure Statement
- Proposal Requirement #3: Affidavit of Debarred, Suspended or Disqualified Respondents
- Proposal Requirement #4: Non-Collusion Affidavit
- Proposal Requirement #5: Required Respondent's Certifications
- Proposal Requirement #6: Certification of Absence of Conflict of Direct or Indirect Interests
- Proposal Requirement #7: Disclosure of Investment Activities in Iran

PART F.

APPENDIX A

QUESTIONS, REQUESTS FOR CLARIFICATION AND EXCEPTIONS FORM

Pursuant to Section A-4 of the RFP:

Any issues that a Respondent may have with regard to the legal or technical terms of the request for proposals must be raised in the question period and resolved before the submission of a proposal. Accepted proposals will be subject to the minimum terms contained herein.

If a Respondent has a form of agreement, license agreement or other terms and conditions that are intended to be part of the Respondent's proposal, the Respondent should submit such agreement or terms and conditions during the question period and ask if they are acceptable.

If the Respondent seeks to request consideration of forms of agreement, license agreements or to modify core terms and conditions of the specifications or proposal criteria contained in this RFP and any addenda, they must be clearly stated below and on separate pages if necessary and attached to this page to be returned with your proposal.

Name of Firm:			
Address:			
Signature of Principal Contact			
Name of Principal Contact:		Title:	
E-mail:		Telephone:	

REQUESTED MODIFICATIONS, CLARIFICATIONS OR DOCUMENTS TO BE CONSIDERED ARE NOTED AS FOLLOWS:

Please attach copies of any documents to be considered.

Exceptions for consideration are also noted on the _____ pages attached.

PART F.

APPENDIX B

**OFFERING OF TECHNOLOGY AND CYBERSECURITY PRODUCTS AND SERVICES
FORM**

Pursuant to Section E-6, use the format below. In submitting this offering, the Respondent grants NJSBA the authority to contact owners of those programs to discuss the program and the Respondent with them. *(Copy this form and submit additional pages as necessary.)*

Program No:		of -	
OWNER:			
PROGRAM NAME:			
PROGRAM DATA:			

PROGRAM DESCRIPTION: Succinct summary of the completed _____ support services work scope, construction scope, etc.

--

PROGRAM INVOLVEMENT: Brief description of your direct involvement in the project from inception to completion.

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PROGRAM REFERENCES, AS APPLICABLE

OWNER:	
Contact name/title at project completion:	

Phone:		E-mail:	
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APPENDIX C

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability (Form of Agreement at Execution of Contract)

The Respondent and NJSBA (hereafter "NJSBA") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12131 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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of NJSBA pursuant to this contract, the Respondent agrees that the performance shall be in strict compliance with the Act. In the event that the Respondent, its agent, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Respondent shall defend NJSBA in any action or administrative proceeding commenced pursuant to this Act. The Respondent shall indemnify, protect, and save harmless NJSBA, its agent, 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 Respondent 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 NJSBA's grievance procedure, the Respondent agrees to abide by any decision of NJSBA which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against NJSBA, or if NJSBA incurs any expense to cure a violation of the Act, which has been brought pursuant to its grievance procedure, the Respondent shall satisfy and discharge the same at its own expense.

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

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

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

from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

APPENDIX D

EQUAL EMPLOYMENT OPPORTUNITY ACT
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(REVISED 4/10)

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

A. During the performance of this contract, the Respondent agrees as follows:

The Respondent 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 Respondent 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 Respondent agrees to post in a conspicuous place, 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 Respondent or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Respondent, 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 Respondent 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 Respondent's commitments under this chapter and shall post copies of the notice in conspicuous place available to employees and applicants for employment.

The Respondent 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 Respondent 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 Respondent 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 recruitment agency which engages in direct or indirect discriminatory practices.

The Respondent 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 Respondent 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 Respondent 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
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at <https://www.state.nj.us/treasury/revenue/busregcert.shtml>)

The Respondent and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at *N.J.A.C. 17:27*.

B. AFFIRMATIVE ACTION

If, prior to or at the time the Agency submits a contract for signing, a Respondent does not submit to the Agency evidence of an existing federally approved or sanctioned Affirmative Action Program; then, no later than three (3) days after the Respondent signs the contract, the Respondent shall complete and submit the appropriate forms to the Agency and the Affirmative Action Office.

The Respondent should retain the copy marked "Respondent," submit the copy marked "Public Agency" to the Agency, and the remaining copies shall be immediately forwarded to:

Division of Public Contracts
Equal Employment Opportunity Compliance
PO Box 209
Trenton, New Jersey 08625

Respondent shall be required to comply with the provisions of *N.J.A.C. 17:27-1 et seq.*, regarding Affirmative Action.

APPENDIX E

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

N.J.S.A. 52:32-57, 58; N.J.S.A. 18A:18A-4.9 (P.L. 2012 c.25)

Certain persons, entities prohibited from bidding on certain public contracts, maintenance of list

- A. A person or entity that, at the time of bid or proposal for a new contract or renewal of an existing contract, is identified on a list created pursuant to subsection b. of this section as a person or entity engaging in investment activities in Iran as described in subsection f. of section 2 [C.52:32-56] of this act, shall be ineligible to, and shall not, bid on, submit a proposal for, or enter into or renew, a contract with a State agency for goods or services.
- B. Within 90 days of the effective date of this act, the Department of the Treasury shall, using credible information available to the public, develop a list of persons or entities it determines engage in investment activities in Iran as described in subsection f. of section 2.
- C. The department shall update the list every 180 days.
- D. Before finalizing an initial list pursuant to subsection b. of this section or an updated list pursuant to subsection c. of this section, the department shall do the following before a person or entity is included on the list:
 - i. Provide 90 days' written notice of its intent to include the person or entity on the list. The notice shall inform the person or entity that inclusion on the list would make the person or entity ineligible to bid on, submit a proposal for, or enter into or renew, a contract for goods or services with a State agency; and
 - ii. Provide a person or entity with an opportunity to comment in writing that it is not engaged in investment activities in Iran. If the person or entity demonstrates to the department that the person or entity is not engaged in investment activities in Iran as described in subsection f. of section 2 of this act, the person or entity shall not be included on the list, unless the person or entity is otherwise ineligible to bid on a contract as described in paragraph (3) of subsection a. of section 5 [C.52:32-59] of this act.
 - iii. The department shall make every effort to avoid erroneously including a person or entity on the list.

Certification required

- A. A State agency shall require a person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract to certify, at the time the bid is

submitted or the contract is renewed, that the person or entity is not identified on a list created pursuant to subsection b. of section 3 [C.52:32-57] of this act as a person or entity engaging in investment activities in Iran described in subsection f. of section 2 [C.52:32-56] of this act.

- B. The certification required shall be executed on behalf of the applicable person or entity by an authorized officer or representative of the person or entity.
- C. In the event that a person or entity is unable to make the certification required because it or one of its parents, subsidiaries, or affiliates as defined in subsection e. of section 2 of this act has engaged in one or more of the activities specified in subsection f. of section 2 of this act, the person or entity shall provide to the State agency concerned, prior to the deadline for delivery of such certification, a detailed and precise description of such activities, such description to be provided under penalty of perjury.
- D. The certifications provided under subsection a. of this section and disclosures provided under subsection c. of this section shall be disclosed to the public.

Civil action brought on behalf of board of education

- A. A board of education as defined in and subject to the provisions of the "Public School Contracts Law," *P.L.1977, c.114 (N.J.S.18A:18A-1 et seq.)*, shall implement and comply with the provisions of *P.L.2012, c.25 (C.52:32-55 et al.)*, except that the board shall rely on the list developed by the State Department of the Treasury pursuant to section 3 of *P.L.2012, c.25 (C.52:32-57)*.
- B. If the board determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran under section 4 of *P.L.2012, c.25 (C.52:32-58)*, the board shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of *P.L.2012, c.25 (C.52:32-59)*.

The board may also report to the board's attorney the name of that person, together with its information as to the false certification, and the board's attorney may determine to bring such civil action against the person to collect such penalty.

PART G.
Proposal Cover Form
PROPOSAL FOR OFFERING
Technology and Cybersecurity Products and Services

SUBMITTED BY:

Name of Firm:			
Address:			
Name of Principal Contact:			
E-mail:		Telephone:	

PROPOSAL FORM 1

RESPONDENT'S INFORMATION, CERTIFICATION AND REPRESENTATIONS

FROM RESPONDENT:

Name of Firm:	
Address:	

The undersigned Respondent being duly authorized and on behalf of the firm named above:

- A. Having examined these documents and having full knowledge of the condition under which the products and services described herein must be performed, hereby proposes that the Respondent (we) shall fulfill the obligations contained herein in accordance with all terms, conditions, specifications and proposal criteria set forth, and that will furnish all required products and payments in strict conformity with these documents for the stated process as payment in full.

- B. In signing this proposal, we hereby certify that:
 - 1. We possess the qualifications and credentials to perform the contract outline in the Request for Proposals.
 - 2. We have reviewed the contract documents, site, facilities, and all local conditions and laws and regulations that in any manner may affect cost, progress, or performance.
 - 3. We have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other Respondent, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other Respondent or competitor; and that the above statement is accurate under penalty of perjury.
 - 4. We have read and fully understand the Request for Proposals. This proposal is submitted with having had any and all questions answered and fully and satisfactorily explained.

5. Acknowledge receipt of the applicable addendum:

ADDENDUM #	DATE

- C. The undersigned certifies his/her position as a representative of the named firm and is authorized by the Respondent to submit the Proposal for, and bind the above named firm and that the said Proposal is executed with full authority to do so.
- D. This proposal is valid for a minimum 60 days from the date of the opening of proposals.
- E. Certification:

Authorized Signature:			
Title:			
Printed Name:			
E-mail:		Telephone:	
FEIN OR Tax ID Number:		Fax:	

Subscribed and sworn to before me this ____ day of _____, 20__.

 (Seal) Notary Public of New Jersey/ (Specify Other State)

My Commission Expires _____ 20__.

THIS FORM SHALL BE COMPLETED, SIGNED, AND NOTARIZED

PROPOSAL FORM 2

PRICING AND FEE PROPOSAL

Company:	
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The Pricing and Fee proposal must itemize and include all costs and fees that are required to fully implement NJSBA's TEC (Technology for Education and Career) program, offering Technology and Cybersecurity Products and Services including reimbursement of NJSBA's administration expenses.

Respondents proposed pricing structure implemented under the resulting contract: explain pricing structure over the term of the contract for the product and service pricing agreement reached with NJSBA for the Technology and Cybersecurity Products and Services on behalf of its membership. Pricing offered shall be discounted from the manufacturers' price lists or catalogues, or fixed price, or combination of both with indefinite quantities. See Parts C and D and Appendix F for pricing details.

Include prices for NJSBA members for all Technology and Cybersecurity Products and Services.

Also, include a structure for reimbursement of NJSBA's administrative services.

PROPOSAL FORM 3

DRAFT AGREEMENT

- A. Attach a draft Agreement/Contract to be executed with NJSBA.
- B. Attach a draft Agreement/Contract to be signed with individual NJSBA member.

PROPOSAL FORM 4

RESPONDENT'S CHECKLIST

Company:	
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The following checklist shall be completed with the proposal and submitted to NJSBA as part of the proposal. Initial each item to confirm its inclusion.

SECTION # AND ITEM	INITIAL
Proposal Cover Form	
1. Executive Summary	
2. Response to Technical Specifications	
3. Company Profile	
4. Company Profile. Experience, Qualifications, and Ability to Implement	
5. References and Experience (Project Case Study Form)	
Required Forms:	
Proposal Requirement #1: Proposal Cover Form	
Proposal Form 1: Respondent Information, Certification and Representations	
Proposal Form 2: Company Pricing and Fee Proposal	
Proposal Form 3: Draft Agreement	
Proposal Form 4: Respondent's Checklist	
BLANK INTENTIONALLY	
Proposal Requirement #2: Ownership Disclosure Statement	
Proposal Requirement #3: Affidavit of Debarred, Suspended or Disqualified Respondents	
Proposal Requirement #4: Non-Collusion Affidavit	
Proposal Requirement #5: Required Respondent's Certifications	
Proposal Requirement #6: Certification of Absence of Conflict of Direct or Indirect Interests	
Proposal Requirement #7: Disclosure of Investment Activities in Iran	

NOTE: Failure to complete and submit all of the above documents as required and on forms where provided within, will result in a rejection of your proposal.

By placing my initials in the boxes provided above, I acknowledge having read and fully understand all the requirements of each of the documents referenced herein.

RESPONDENT (Signature)

RESPONDENT (Print Name)

DATED: _____

PROPOSAL REQUIREMENT # 2

OWNERSHIP DISCLOSURE CERTIFICATION AS APPLICABLE

Name of Business:	
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- The list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned business organization.
OR
- I certify that the bidder is a corporation and the list below contains the names and addresses of all stockholders who own 10% or more of the stock of any class of the corporation.
OR
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

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

- Partnership
 Corporation
 Sole Proprietorship
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership
 Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below and copy form if additional space is needed).

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this ___ day of _____, 20__.	_____
(Notary Public)	(Affiant)
My Commission expires:	_____
	(Print name & title of affiant)

	(Name of business) (Corporate Seal)

PROPOSAL REQUIREMENT # 3

**AFFIDAVIT REGARDING LIST OF DEBARRED,
SUSPENDED OR DISQUALIFIED RESPONDENTS**

STATE OF NEW JERSEY/_____

Specify, or Other

COUNTY OF _____

I, _____, of the (City, Town, Borough) of
_____ State of _____, of full
age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____,
the Respondent making the Proposal for the above named Project, and that I executed the
said Proposal with full authority to do so; that said Respondent is not at the time of the making
this proposal included on the State of New Jersey Consolidated Debarment Report as a result
of action taken by any New Jersey state or local agency.

Subscribed and sworn before me this ___ day of _____, 2__. (Notary Public) My Commission expires:	_____ (Affiant)
	_____ (Print name & title of affiant)
	_____ (Name of business) (Corporate Seal)

THIS FORM SHALL BE COMPLETED, SIGNED, AND NOTARIZED

PROPOSAL REQUIREMENT #4

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY/_____
Specify, of Other

COUNTY OF _____

I, _____, of the (City, Town, Borough) of _____ State of _____, of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____, the Respondent making the Proposal for the NJSBA program, and that I executed the said Proposal with full authority to do so; that said Respondent has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free and open competition in connection with the NJSBA program; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge, and NJSBA relies upon the truth of the statements contained in this affidavit in awarding the contract.

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 or bona fide established commercial or selling agencies maintained by this organization.

Subscribed and sworn before me this ___ day of _____, 2__. (Notary Public) My Commission expires:	_____ (Affiant)
	_____ (Print name & title of affiant)
	_____ (Name of business) (Corporate Seal)

THIS FORM SHALL BE COMPLETED, SIGNED, AND NOTARIZED

PROPOSAL REQUIREMENT #5

REQUIRED RESPONDENT'S CERTIFICATIONS

By signing below, the undersigned hereby certifies to the following requirements of this proposal:

1. **CERTIFICATE OF INSURANCE STATEMENT:** The Respondent fully understands the insurance requirements as stated in the Request for Proposals and agrees to provide all insurance required documents prior to award of contract.

2. **BUSINESS REGISTRATION CERTIFICATE STATEMENT:** The Respondent fully understands the requirements of the Business Registration Certificate Statement as stated in the Request for Proposals, and shall provide a Business Registration Certificate for itself with this submission or prior to contract award, and that of any and all subcontractors, if applicable, performing work under this contract.

3. **TOTAL AMOUNT OF UNCOMPLETED CONTRACTS:** It is certified that the amount of uncompleted work on contracts is \$ _____. The amount claimed includes uncompleted portions of all currently held contracts from all sources (public and private) in accordance with *N.J.A.C. 17:19-2.13*. I further certify that the amount of this proposal, including all outstanding incomplete contracts does not exceed my prequalification dollar limit.

4. **VERIFICATION OF QUALIFICATIONS:** The undersigned, being hereby authorized, requests any person, firm or corporation to furnish any information requested by NJSBA in verification of the recitals comprising this proposal.

5. **CHANGE IN DPMC CLASSIFICATION AFFIDAVIT:** The Respondent(s) is classified by the State of New Jersey under *N.J.S.A. 52:35-1 et seq.* and *N.J.A.C. 17:19-1.1*. This Classification became effective _____(Date) and a copy of said classification has been included with this proposal.

It is certified that there has been no changes in ownership or substantial change in the qualification information subsequent to the latest statement submitted as required under *N.J.A.C. 17:19-2.12*, except as set forth herewith (list any material adverse changes below or indicate "none").

<p>Subscribed and sworn before me this ____ day of _____, 20 ____.</p> <p>(Notary Public) My Commission expires:</p>	<p>Certified by:</p> <p>_____</p> <p style="text-align: center;">(Affiant)</p> <p>_____</p> <p style="text-align: center;">(Print name & title of affiant)</p> <p>_____</p> <p style="text-align: center;">(Name of business) (Corporate Seal)</p>
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THIS FORM SHALL BE COMPLETED, SIGNED, AND NOTARIZED

PROPOSAL REQUIREMENT #6

CERTIFICATION OF ABSENCE OF CONFLICT OF DIRECT OR INDIRECT INTERESTS

I declare and certify that no member of the _____ (*Company*), nor any officer or employee or person whose salary is payable in whole or in part by the _____ (*Company*), or their immediate family members are directly or indirectly interested in this proposal or in the work or services to which it relates, or in any portion of profits thereof.

Check here and also sign below if there is a condition where an employee of _____ (*Company*), officer of the board or other individual has an interest in the proposal or is otherwise in conflict at above, and attach a letter of explanation to this document, duly signed by the president of the firm or company.

Subscribed and sworn before me this ____ day of _____, 20__.	_____
	(Affiant)

(Notary Public) My Commission expires:	(Print name & title of affiant)

	(Name of business) (Corporate Seal)

THIS FORM SHALL BE COMPLETED, SIGNED, AND NOTARIZED

PROPOSAL REQUIREMENT # 7

NEW JERSEY SCHOOL BOARDS ASSOCIATION

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Page 1 of 2

Bid Name: _____

Bid Due Date: _____

Bidder: _____

PART 1:

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the NJ Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director of the NJ Department of Treasury finds a person or entity to be in violation of the principles which are the subject of this law, he/she 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 person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above- referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey School Boards Association under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

NEW JERSEY SCHOOL BOARDS ASSOCIATION
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Page 2 of 2

PART 2 is required to be completed if both certification boxes in PART 1 were not certified.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran outlined above by completing the section below.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED ADDITIONAL ROOM, ADD ADDITIONAL PAGES.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____

Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____

PART 3: CERTIFICATION SIGNATURE:

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the New Jersey School Boards Association is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge 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 recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the New Jersey School Boards Association and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable. Parts 1 and 3 or Parts 2 and 3 must be completed and signed to be responsive to the specifications. Failure to complete Parts 1 and 3 or Parts 2 and 3 will render the bid non-responsive and the bid shall not be considered for an award.

Signature

Print Name

Title

Date