



Passaic Board of Education
Passaic, New Jersey

Competitive Contracting

Proposal Specifications & General Requirements For

PROFESSIONAL DEVELOPMENT SERVICES

Proposal No:CC 11-27

RELEASE DATE: September 30, 2026

DEADLINE FOR QUESTIONS: October 12, 2026

RESPONSE DEADLINE: October 22, 2026, 9:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/passaicschools>

Passaic City School District
Professional Development Services

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1. Introduction

1.1. Summary

Purpose of Proposal:

The Passaic Public School District is seeking proposals from qualified Professional Development service providers for the 2026-2027 school year. Proposals should reflect all available opportunities for training, coaching and technical assistance to instructional staff and leadership.

1.2. Contact Information

Project Contact:

Chad Leverett

Director of Staff Development
663 Main Avenue
8th floor - Division of Staff Development
Passaic, NJ 07055
Email: cleverett@passaicschools.org
Phone: [\(973\) 591-8541](tel:(973)591-8541)

Procurement Contact:

Maritza Colon-Montanez

Purchasing Manager
663 Main Avenue
Passaic, NJ 07055
Email: macolon@passaicschools.org
Phone: [\(973\) 470-5598](tel:(973)470-5598)

Department:

Division of Staff Development

Department Head:

Chad Leverett
Director of Staff Development

1.3. Timeline

Release Project Date	September 30, 2026
Question Submission Deadline	October 12, 2026, 12:00pm
Proposal Submission Deadline	October 22, 2026, 9:00am

2. Bid Advertisement

**Passaic Board of Education
REQUEST FOR PROPOSALS
Competitive Contracting**

The Board of Education of the City of Passaic, New Jersey, solicits proposals for the School Year 2026 - 2027 :

Proposal No. CC 11-27 Professional Development Services

All necessary proposal specifications and proposal forms may be secured upon visiting School District's e-Procurement Portal <https://procurement.opengov.com/portal/passaicschools>.

Proposal must be electronically submitted by PDF only via School District's e-Procurement Portal at <https://procurement.opengov.com/portal/passaicschools/projects/306325>, ***on or before the date*** and time indicated below.

Title: Professional Development Services

Proposal No.: CC 11-27

Date: Thursday, October 22, 2026

Time: 9:00 am

<https://passaicschools-org.zoom.us/j/89792888483?pwd=ihB0TSErKNQUS358z6Eb8dkFyu13MJ.1>

The proposal opening process will begin on the above date and time in the Board of Education Meeting Room, Passaic, New Jersey. On the advertised date and time, the School Business Administrator shall publicly receive and open all proposals. No proposals shall be received after the time designated in the advertisement. (N.J.S.A. 18A:18A-21(b)). **The Board of Education does not accept mail, UPS / FED EX / and other express delivery services, hand delivery, and email submission of Competitive Contracting proposals.**

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

Bidders are required by law to submit a Statement of Ownership Disclosure form statement setting forth the names and addresses of all persons and entities that own ten (10%) percent or more of its stock or interest of any type at all levels of ownership.

A Non-Collusion Affidavit and a Contractor Questionnaire/Certification also must be filed with the proposal. The proposal package will also include other documents that must be completed and returned with the proposal. Failure to comply complete and submit all required forms, may be cause for disqualification and rejection of the proposal.

The Board of Education reserves the right to reject any or all proposals pursuant to N.J.S.A. 18A:18A-2(s), (t), (x), (y), 18A:18A-4(a), 18A:18A-22, and to waive any informalities.

All proposals solicited and received are done so pursuant to the Competitive Contracting Process.
N.J.S.A.18A:18A-4.1 et seq.

Lamont T. Zachary, SFO, QPA
School Business Administrator/Board Secretary

3. Ethics in Purchasing

Statement to Vendors

School District Responsibility

Recommendation of Purchases

It is the desire of the Passaic Board of Education to have all Board employees and officials practice exemplary ethical behavior in the procurement of goods, materials, supplies, and services.

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

Solicitation/Receipt of Gifts – Prohibited

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

Vendor Responsibility

Offer of Gifts, Gratuities -- Prohibited

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

Vendor Influence -- Prohibited

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

Vendor Certification

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

Lamont T. Zachary, SFO, QPA

School Business Administrator

Board Secretary

4. Unauthorized Orders

TO: All Vendors

Official Notification

Authorized Purchases

The Passaic Board of Education only recognizes purchases made through the approved purchase order process. All purchases require a:

Written Purchase Order with **authorized signatures** and a **Purchase Order Number**.

Unauthorized Purchases

Any Board of Education employee who orders and/or receives any materials, supplies or services without first going through the approved purchase order process has made an unauthorized purchase.

Vendors' Responsibility

- **Do NOT Honor Requests!**
Vendors are not to honor or accept any requests for goods or services unless the vendor receives a written purchase order with authorized signatures and a purchase order number.
- **Contact the Business Office!**
Please alert the Purchasing Department at purchasing@passaicschools.org if any Board employee attempts to place an order without an authorized purchase order.

The Passaic Board of Education will not be held responsible for any unauthorized orders or purchases.

Authorized Signatures

The Passaic Board of Education will only recognize purchase orders signed by:

Lamont T. Zachary, SFO, QPA or his Designee
School Business Administrator
Board Secretary

5. General Specifications

5.1. INSTRUCTIONS FOR RESPONDENTS

PROPOSALS MUST BE ELECTRONICALLY SUBMITTED BY PDF ONLY TO THE SCHOOL DISTRICT'S E-PROCUREMENT

PORTAL <https://procurement.opengov.com/portal/passaicschools/projects/306325>.

Proposals must be submitted by 9:00 am prevailing time on Thursday, October 22, 2026.

NO MAIL, UPS / FED EX / AND OTHER EXPRESS DELIVERY SERVICES, HAND DELIVERY AND EMAIL OF PROPOSALS WILL BE ACCEPTED.

5.2. PURPOSE

All proposals will be publicly received and unsealed by the Purchasing Agent, or designee, opened in the Board Meeting Room, 663 Main Avenue, Passaic, NJ (Sixth Floor), and read beginning at 9:00 a.m. on Thursday, October 22, 2026 . It is the responsibility of each respondent to ensure that their proposal is complete and presented to the Purchasing Agent, or designee, prior to the advertised date and time. No proposals shall be received or accepted by the Board of Education after the advertised bid date and time. (N.J.S.A. 18A:18A:21(b))

5.3. AFFIRMATIVE ACTION REQUIREMENTS

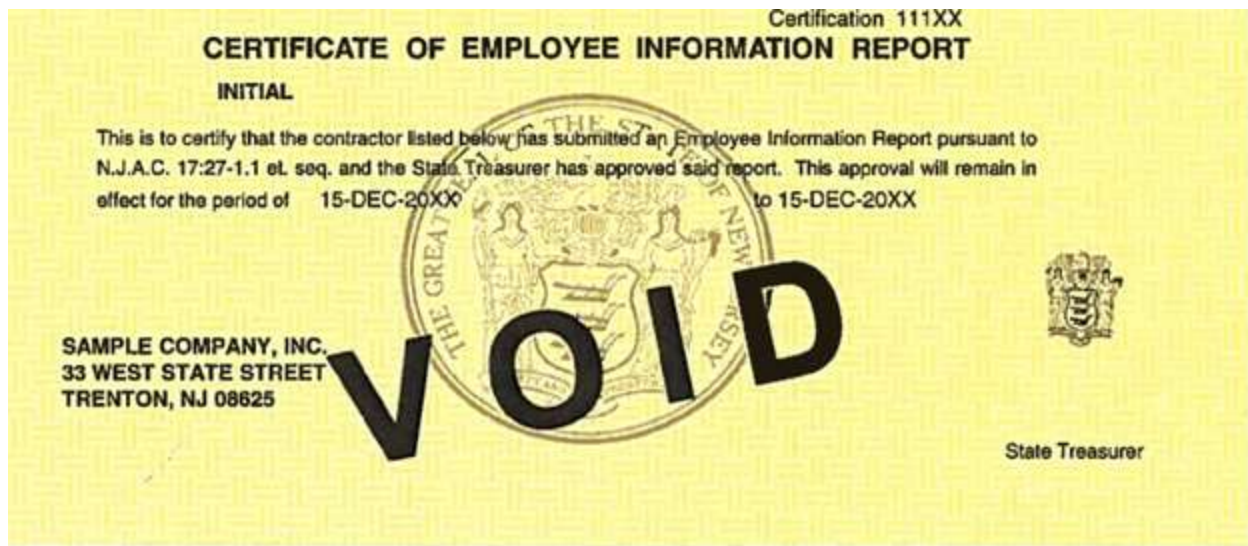
Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- A. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or
- B. A certificate of employee information report approval issued in accordance with N.J.A.C.17:27-4; or
- C. An employee information report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

Please note: A completed and signed Affirmative Action Questionnaire is required with submission of proposal. However, the Board will accept in lieu of the Questionnaire, Affirmative Action Evidence.

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

Sample Certificate of Employee Information Report



All respondents are urged to submit with their response, a copy of their firm's Certificate of Employee Information Report. Failure to submit the Certificate prior to the award will result in the rejection of the proposal.

5.4. ALTERNATIVE DISPUTE RESOLUTION PROCESS

All disputes relating to the performance of the contract shall be submitted first to non-binding mediation by a single mediator. The mediation shall be held at the Board of Education offices before a single mediator who is mutually acceptable to the parties. The parties shall share the mediator's fees equally. If the dispute is submitted for mediation, the neutral party must demonstrate knowledge of the Public School Contracts Law. The arbitration of claims is expressly excluded under this contract. This alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation process, or to the formation of contracts. Nothing shall prevent either party from seeking injunctive or declaratory relief in court at any time.

5.5. AMERICAN GOODS

In accordance with N.J.S.A. 18A:18A-20, only manufactured products of the United States, wherever available, and where possible are to be used with this project.

5.6. AMERICANS WITH DISABILITIES ACT

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

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

The contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. The district shall provide to the contracted service provider a copy of the board's Anti-Bullying Policy.

In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

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

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

- A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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

5.9. AWARD OF CONTRACT; RESOLUTION; NUMBER OF DAYS

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

5.10. BRAND NAME OR EQUIVALENT

Whenever the Board of Education requests a brand name for a particular item, it will consider a “brand name or equivalent”. If the respondent desires to propose an equivalent item the respondent shall do the following:

On the Proposal Form, write in ink next to the item requested, the respondent’s substitute item, including brand name, model number and full description of item. This is the only change to the Proposal Form the Board will accept.

Provide a sample of the substitute item if requested. The sample item must be provided before or at the time of the proposal opening. With the sample item shall be a paper, brochure or illustrative literature outlining the brand/manufacturer name, model number and full description of item.

If a sample is not required the Board requests a brochure, pamphlet, or illustrative literature that outlines the specifications of the item including manufacturer’s name, model number, etc.

Failure to provide a sample item or literature about substitute bids when requested may be cause for disqualification of that item from the proposal.

It is the responsibility of the respondent to demonstrate equivalency of items offered.

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

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

Request of the Board of Education

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

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

Subcontractors

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

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

During the course of contract performance:

- (1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at

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

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

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

Samples of New Jersey Business Registration Certificates

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

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 250
TRENTON, NJ 08646-0250

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TAXPAYER IDENTIFICATION#:
970-097-382/500

ADDRESS:
**847 ROEBLING AVE
TRENTON, NJ 08611**

EFFECTIVE DATE:
01/01/01

TRADE NAME:
CLIENT REGISTRATION

SEQUENCE NUMBER:
0107130

ISSUANCE DATE:
07/14/04

Act. Director
John S. Tully

FORM-BRC(06-01)

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: **TAX REG TEST ACCOUNT**

Trade Name:

Address: **847 ROEBLING AVE
TRENTON, NJ 08611**

Certificate Number: **1093907**

Date of Issuance: **October 14, 2004**

For Office Use Only:
20041014112823533

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

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

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

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

with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

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

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

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

Board of Education Requirement

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

5.13. CRIMINAL HISTORY BACKGROUND CHECKS/DISCLOSURE OF INFORMATION

When required, pursuant to N.J.S.A. 18A:6-7.1, providers for the services of this contract shall submit to the school district, prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in **regular contact with students**, has had a criminal history background check, and that said check indicates that no criminal history record information exists on file for that worker. Failure to provide a proof of criminal history background check for any employee coming in **regular contact with students**, prior to commencement of contact, may be cause for breach of contract. If it is discovered during the course of the contract that an employee has a disqualifying criminal history or the employee has not had a criminal history background check, that employee is to be removed from the as a service provider immediately. All contracted service providers shall comply with N.J.S.A. 18A:6-7.6 et seq., and NJDOE Broadcast September 9, 2019, as it pertains to disclosure of information from previous employers, when applicable.

5.14. DEBARMENT, SUSPENSION, OR DISQUALIFICATION

The Board of Education will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report (www.state.nj.us/treasury/debarred).

All respondents are required to submit a sworn statement indicating whether or not the respondent is, at the time of the proposal, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List or the State of New Jersey Consolidated Debarment Report, or the Federal Debarred Vendor List--Excluded Parties List System—System for Award Management—SAM.gov

5.15. DOCUMENTS, MISSING/ILLEGIBLE

The respondent shall familiarize himself with all forms and questions* provided by the Board that are to be returned with the proposal. If there are any forms either missing or illegible, it is the responsibility of

the respondent to contact the School Business Administrator/Board Secretary for duplicate copies of the forms. This must be done before the proposal opening date and time. The Board accepts no responsibility for duplicate forms that were not received by the respondent in time for the respondent to submit with his proposal.

5.16. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK

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

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

- Affirmative Action Questionnaire
- Assurance of Compliance Statement
- Bid Proposal Form
- Bidder Comment Form – Optional
- Chapter 271 Political Contribution Disclosure Form
- Contractor/Vendor Questionnaire / Certification
- Disclosure of Investment Activities in Iran
- Non-Collusion Affidavit
- Prohibited Russia-Belarus Activities & Iran Investment Activities
- Statement of Ownership

5.17. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

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

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

5.18. FALSE MATERIAL REPRESENTATION – N.J.S.A. 2C:21-34-97(b)

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

exceeds \$2,500.00 but is less than \$25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is for \$2,500.00 or less, the offender is guilty of a crime of the fourth degree.

5.19. FORCE MAJEURE

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

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

5.20. GENERAL CONDITIONS

A. Authorization to Proceed -- Successful Vendor/Contractor

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

B. Award of Contract

It is the intention of the Board of Education to award the contract for this proposal pursuant to N.J.S.A. 18A:18A-4.3, 18A:18A-4.4(b), and 18A:18A-4.5(d) (e).

C. Contracts

Upon notification of award of contract by the Board of Education, the successful vendor shall sign and execute a formal agreement between the board and the vendor.

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

If a formal contract is not required by the Board of Education, an approved and signed Board of Education Purchase Order will constitute as a contractual agreement. When a formal contract is required, the contractor shall sign and execute said contracts and return the contracts with other required documents to the Office of the School Business Administrator/Board Secretary.

Failure to execute the contract and return said contract and related documents within the prescribed time may be cause for a delay in payment for services rendered or products received or the annulment of award by the Board of Education with any financial security becoming property of the Board of Education. The Board of Education reserves the right to accept the proposal of the next lowest responsible respondent.

D. Renewal of Contract; Availability and Appropriation of Funds—When Applicable

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

extended obligation.

The Board of Education is the final authority in awarding renewals of contracts.

E. Term of Contract

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

F. Purchase Order Required; Notice to Proceed

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

G. Deadline for Submitting Proposals

All proposals shall be electronically submitted via [School District's e-Procurement Portal](#)

All proposals are to be received by the Board of Education no later than Thursday, October 22, 2026 9:00 am.

Proposals received after the date and time noted shall not be accepted or considered.

5.21. INSURANCE AND INDEMNIFICATION

The bidder to whom the contract is awarded for any service work or construction work, and when required by the Board of Education, shall secure, pay the premiums for and keep in force until the contract expires, insurance of the types and amounts listed below:

Commercial General Liability

- \$2,000,000 General Aggregate
- \$2,000,000 Products
- \$1,000,000 Personal Injury
- \$1,000,000 Each Occurrence Combined Single Limit for Bodily Injury and Property Damage
- \$100,000 Pollution Cleanup
- \$50,000 Fire Damage
- \$5,000 Medical Expense

Insurance Limits Continued

Excess Umbrella Liability \$4,000,000

Sexual Harassment \$1,000,000

Comprehensive Automobile Liability Insurance

- \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage

Insurance Certificate – When Required

- A. The contractor must present to the Board of Education an insurance certificate in the above types and amounts before any work or service begins.
- B. Automobile liability insurance shall be included to cover any vehicle used by the insured.
- C. The certificate holder shall be as follows:
Passaic Board of Education
c/o School Business Administrator/Board Secretary
663 Main Avenue
Passaic, New Jersey 07055
- D. Additional Insured Claim -- The contractor shall include the following clause on the insurance certificate.

“Passaic Board of Education is named as an additional insured”

OTHER INSURANCES

WORKERS COMPENSATION Evidence of adequate Workers' Compensation Insurance as required by the laws of the State of New Jersey and the United States, must be available for perusal. The minimum limits are the following unless a greater amount is required by law:

- Bodily Injury by Accident \$1,000,000. Each Accident
- Bodily Injury by Disease \$1,000,000. Policy Limit
- Bodily Injury by Disease \$1,000,000. Each Employee

(B) Indemnification

The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Board and its agents, employees and Board members, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses (including, but not limited to, attorneys fees) in connection therewith on account of the loss of life or property or injury or damage to any person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract and the performance by contractor of services under the contract or by a party for whom the contractor is liable.

This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

The Contractor is to assume all liability of every sort incident to the work, including property damage caused by him or his men or by any subcontractor employed by him or any of the subcontractor's men.

The Contractor shall assume liability incident to the work caused by the contractor, the contractor's employees and any subcontractors or subcontracted employees hired by the contractor.

5.22. INSURANCE; PROFESSIONAL LIABILITY – CERTIFICATE REQUIRED

The successful respondent to whom the contract is awarded shall provide to the Board of Education with contract documents a Professional Liability Insurance Certificate with the following limits:

- \$1,000,000 Each Incident; Occurrence; Wrongful Act
- \$3,000,000 Aggregate

The insurance certificate name as to the certificate holder shall be as follows:

Passaic Board of Education
c/o School Business Administrator/Board Secretary
663 Main Avenue
Passaic, New Jersey 07055

and remain in full force during the term of contract.

5.23. INTERPRETATIONS AND ADDENDA

Respondents are expected to examine the RFP with care and observe all their requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the District's representative in response to such comments and questions will be issued by Addenda emailed to vendors who are following the project by clicking "Follow" on Public Project Page at <https://procurement.opengov.com/portal/passaicschools/projects/306325>. Only comments and questions responded to by formally issued Addenda will be binding. Oral interpretations, statements, or clarifications will be without legal effect.

No interpretation of the meaning of the specifications will be made to any respondent orally. Every request for such interpretations should be submitted via School District's e-Procurement Portal's Question & Answer feature by submission date and time. Any and all interpretations and any supplemental instructions will be distributed in the form of addenda to the specifications. The addenda will be provided in accordance with N.J.S.A. 18A:18A-21(c) to the respondents by School District's e-Procurement Portal no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of proposals. All addenda so issued shall become part of the contract document.

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

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

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in

Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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).

In addition, bidders must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form.

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

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

5.25. LIABILITY – COPYRIGHT

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

5.26. NON COLLUSION AFFIDAVIT

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

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

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

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

5.27. OPENING OF PROPOSALS

Sealed proposals shall be opened publicly by the Purchasing Agent, or Designee, on 9:00 a.m. on Thursday, October 22, 2026 .

The names and addresses of the respondents submitting proposals will be read publicly. All vendors, agents of the vendors and the general public are invited to attend the opening of proposals.

5.28. PAYMENTS

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

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

Payment will be rendered upon completion of services or delivery of full order to the satisfaction of the Board of Education, unless otherwise agreed to by written contract or mandated by N.J.S.A. 18A:18A-40.1. The Board may, at its discretion may make partial payments. All payments are subject to approval by the Board of Education at a public meeting. Payment may be delayed from time to time depending on the Board of Education meeting schedule.

Invoices

- The invoice clearly outlines the goods received or services rendered and the date(s) the services were rendered.
- The invoice must include the full name and address of the company.
- The invoice must include the board of education purchase order number.
- The invoice must have the company's invoice number that may be used as reference.
- The invoice must list the goods or services rendered.
- The invoice must be submitted to the Business Office.
- Invoices must be submitted within thirty (30) days of service.

Unless otherwise provided for in the contract, the required payment date shall be 90 calendar days from the date specified in the contract or if no required payment is specified in the contract, then the required payment date shall be 90 calendar days from the receipt of goods or services, whichever is later. Interest shall not be paid unless goods and services are rendered.

Interest shall be paid at the rate specified by the State Treasurer for State late payments to business concerns pursuant to section 4 of P.L. 1987, c. 184 (C. 52:32-35).

5.29. POLITICAL CONTRIBUTIONS DISCLOSURE – REQUIREMENTS

Annual Disclosure

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

Chapter 271 Political Contribution Disclosure Form

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

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

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

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

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

5.30. POLITICAL CONTRIBUTIONS/AWARD OF CONTRACTS

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

- Award of Contract -- Reportable Contributions -- N.J.A.C. 6A:23A-6.3 (a) (1)
“No board of education will vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L.1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to a member of the board of education during the preceding one year period.
- Contributions During Term of Contract – Prohibited -- N.J.A.C. 6A:23A-6.3 (a) (2-3)
“Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract.”
“When a business entity referred in 4.1(e) is a natural person, contribution by that person’s spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.”
- Chapter 271 Political Contribution Disclosure Form – Required -- N.J.A.C. 6A:23A-6.3 (a) (4)
All business entities shall submit with their bid/proposal package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the Board to determine whether the business entity is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a) (2) Award of Contract.

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

5.31. PRE-EMPLOYMENT REQUIREMENTS--CONTRACTED SERVICE PROVIDERS

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

<http://nj.gov/education/educators/crimhist/preemployment/>

5.32. PRESENTATION AND INTERVIEWS – NEGOTIATIONS ARE NOT PERMITTED

The Board of Education may at its option, require providers of its choice to attend interviews and make presentations to district officials. This process may only take place after proposals have been opened and reviewed and prior to the completion of the evaluation. **Under no circumstances shall the provisions of the proposal be subject to negotiation—N.J.S.A. 18A:18A-4.5 (b)**

5.33. RESPONDENT’S RESPONSIBILITY FOR PROPOSAL SUBMITTAL

It is the responsibility of the respondent to ensure that their proposal is presented to the Business Office via School District’s e-Procurement Portal and officially received before the advertised date and time of the proposal. It is understood and agreed upon that any person in the Board of Education will be absolved from responsibility for the premature opening of any proposal not properly labeled and sealed.

5.34. RIGHT TO KNOW LAW

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

New Jersey Department of Health and Senior Services
Right to Know Program
CN 368
Trenton, New Jersey 08625-0368

5.35. RUSSIA OR BELARUS; PROHIBITED ACTIVITIES

The Board of Education shall comply with N.J.S.A. 18A:18A-49.5 and N.J.S.A. 52:32-60.1 (c) which requires a person (or entity) to certify, before a contract is awarded, renewed, amended, or extended, by the Board that the person (or entity) is not identified on a list as a person engaging in prohibited activities in Russia or Belarus. The certification required shall be executed on behalf of the applicable person by an authorized officer or representative of the person. If a person is unable to make the certification required because the person or one of the person's parents, subsidiaries, or affiliates has engaged in prohibited activity in Russia or Belarus, the person shall provide to the Board of Education, 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. The certifications provided under this section and disclosures provided under this section shall be disclosed to the public.

The Board has provided within the specifications, a Prohibited Russia Belarus Activities and Iran Investment Activities Certification Form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the board, to complete, sign and submit with the proposal. The Prohibited Russia Belarus Activities and Iran Investment Activities Certification Form is to be completed, certified, and submitted prior to the award of the contract.

5.36. STATEMENT OF OWNERSHIP (N.J.S.A. 52:25-24.2)

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

Failure to submit a disclosure document shall result in rejection of the proposal as it cannot be remedied after proposals have been opened.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is required.

5.37. SUBCONTRACTING; ASSIGNMENT OF CONTRACT

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

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

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

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

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

5.38. TAXES

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

all labor, services, materials and supplies furnished to the Board of Education. Contractors may not use the Board's tax-exempt status to purchase supplies, materials, service or equipment.

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

5.39. TERMINATION OF CONTRACT

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

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

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

5.40. WITHDRAWAL OF PROPOSALS

Before The Proposal Opening

Proposals may be withdrawn any time before the advertised time of the proposal opening. To withdraw a bid, log in to your vendor account: <https://procurement.opengov.com/login>, and go to your submitted proposal. Click on "Unsubmit Proposal".

After The Proposal Opening

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

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

The request to withdraw a proposal after the proposal opening may be reviewed by the School Business Administrator, the Director of Facilities, other interested administrators' and the Architect of Record for the project (if necessary) and/or the Board Attorney and a recommendation will be made to the Board of Education. If the Board of Education grants permission to have the proposal withdrawn the contractor/vendor shall be disqualified from quoting on the same project if the project is re-advertised. If

the contractor/vendor fails to meet the burden of proof to have the proposal withdrawn, the request to withdraw the proposal will be denied, and if the contractor/vendor fails to execute the contract the bid guarantee will be forfeited and become the property of the Board of Education.

6. Technical Specifications

6.1. Scope of Service

Scope of Service

Currently, the District has a PK-12 instructional staff of approximately 1000 teachers, 300 paraprofessionals, and 100 district and school leaders across spread over 15 schools and central office.

Proposals should contain both a “big picture” approach of how vendor offerings will help improve student outcomes through staff development in a coherent and systemic manner. Vendors must provide specific information, explaining how each company can satisfy the needs of District. Please also indicate what specific skills and knowledge District employees will acquire as a result of each staff development opportunity.

Professional development topics reflected in proposals may, but are not limited to, include:

- Improving literacy performance
- Improving math performance
- Diversity, equity & inclusion supports & services
- Ensuring equitable educational experiences
- Effective pedagogical practices
- Special education
 - Co-teaching
 - Counseling students
 - IEP Development
 - Teacher & paraprofessional training
- Instructional techniques for all content areas
- Leadership training
 - Consultative support
 - Observations
 - Feedback
 - Time management
- Using data effectively
- Danielson 2022 Framework for Teaching Training
- Curriculum writing & evaluation

6.2. Qualifications of Respondents

Please provide, at a minimum, in response to this request for proposal, the following information:

- Description of relevant experience with other school districts in New Jersey or other states.
- Copies of licensure or certifications, if relevant, in the State of New Jersey or other states that relate to the professional service to be provided.
- Listing of memberships in professional affiliations or organizations that relate to professional service to be provided.
- Proposed cost of services to be provided including hourly, daily, weekly or overall project rate of individuals who will perform the service. The proposed cost should include:
- Meetings and conference calls to prepare for the service as well as time for debriefing after the service is provided.
- The actual service provided.
- Note: the hourly, daily or weekly rate must be inclusive of all travel, postage and telephone expenses. The District will not reimburse for these items separately.

6.3. Contract Period

The term of the contract will be for the 2026-2027 school year ending June 30, 2027.

The District will have an option to renew annually for up to two (2) one-year extensions or one (1) two-year extension.

All renewal of contracts are subject to Board of Education approval. Multi-year contracts are subject to the availability of funds to meet the extended obligation.

It is the intention of the Board of Education to award the contract to the respondent whose response is the most advantageous to the board and who will provide the highest quality service at fair and competitive prices.

6.4. Coordination of Activities

Chad Leverett, Director of Staff Development, CLeverett@passaicschools.org

6.5. Fee Schedule – Payment

Proposals submitted must reflect the per diem cost of each service in the proposal. A per diem day is to be 6 hours of services provided plus one hour for lunch.

Payments will be rendered after invoices are generated for services provided.

6.6. Presentation Package -- (Evaluative Criteria) N.J.A.C. 5:34-4.2

The Passaic Public School District seeks from all participating respondents' information that will assist the district in selecting the respondent who will provide the highest quality services at a fair and competitive price.

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

The Presentation Package shall include at a minimum the following:

I. Technical Criteria

- A. Description of Services: Respondents should list all services to be rendered with an explanation in detail on how they will provide the services. Respondents shall also provide evidence of how services of similar type were provided to other public/private schools in New Jersey. Respondents, by submitting a proposal acknowledge that they fully understand the scope of service, work and activity to be performed. Respondents are to provide evidence of any innovation and/or successful approach in providing the services requested.

II. Management Criteria

- A. Business Organization: The respondent shall submit a full description of the business organization to include, but not be limited to:
- Name, address, phone, fax, website, e-mail address and other information of the professional firm or individual;
 - An organizational chart noting the names of all principals and partners;
 - Resumes of key staff members; and
 - Other information concerning individuals of the professional firm that would assist the school district in the evaluation process.
- B. Qualifications; Relevant Experience: Respondents shall submit documentation highlighting qualifications and experience they have that will assist the school district in the evaluation and selection process. Such documentation shall include, but not be limited to:
- Evidence of providing services as listed in the specifications to public/private school districts;
 - At least two (2) letters of recommendation;
 - A list of all public and private schools which have been serviced by the Respondent in the past 3 years;
 - Copies of all professional licenses that are required to perform the services as listed in the specifications;
 - List any judgments within the last three (3) years and/or a list of bankruptcy or organizational proceedings within the last ten (10) years;
 - Other information concerning the firm and/or individuals of the firm that would assist the school district in the evaluation process;

III. Cost Criteria

- A. Fee Proposal: Respondents are to submit a fee proposal schedule that compliments the service that is being requested by the school district. The district in its proposal requests that fee proposals be submitted as follows:

- **Services shall be presented on a per diem basis – prorated for shorter sessions**

Again, the respondent's fee schedule shall compliment the fee payment type as requested by the district.

The fee schedule provided by the respondent shall be a significant part of the evaluation process as conducted by the district and respondents should provide a full detailed analysis of their fee proposal.

- B. Contract Expenses: Respondents are to note the following as it pertains to expenses related to the contract:

- Expenses; Related to Contract; Incidental

All incidental expenses related to this contract, incurred by the respondent to whom the contract is awarded, shall be the responsibility of the respondent. The Board will not reimburse any vendor for any incidental expenses related to the contract.

- Expenses Not Related to the Contract; District Procedures

There may be a circumstance where a request is made for the respondent to provide services not directly related to the contract. These services not related to the contract are not to be provided by the respondent. The district will procure these services separately.

- Extraordinary Expenses

Extraordinary expenses to be incurred by the respondent in the performance of his/her duties may be brought to the Board prior to the actual expenditure. The Board, upon recommendation of the appropriate administrator, may consider reimbursing the expense, or the Board may procure the services separately.

- Proposed cost of services to be provided including hourly, daily, weekly or overall project rate of individuals who will perform the service. The proposed cost should include:
 - Meetings and conference calls to prepare for the service as well as time for debriefing after the service is provided.
 - Materials that are needed to provide the services to staff members related to PowerSchool projects.
 - The actual service provided.
 - **Note: the hourly, daily or weekly rate must be inclusive of all travel, postage and telephone expenses. The District will not reimburse for these items separately.**

7. Evaluation Phases

Evaluation of Proposals -- Evaluation Committee

A committee has been selected to evaluate proposals that have been submitted. Committee members are familiar with the need for services to be performed in the request for proposal. Committee members will be identified in the final report submitted to the board and also in the award of contract resolution.

In accordance with the Office of State Comptroller's publication

Best Practices for Awarding Services Contracts

Section 4 – (The Need for an Evaluation Committee), it has been determined that the evaluators:

- “. . . are sufficiently qualified to evaluate the strengths and weaknesses of the proposals submitted.”
- “. . . have the relevant experience necessary to evaluate the proposal;” and
- “. . . are familiar with the need for the services to be performed in the request for proposals.”

Lamont T. Zachary, School Business Administrator/Board Secretary, will review and evaluate all proposals as they pertain to the procurement process.

Award of Contract

It is the intention of the Board of Education to award the contract to the respondent whose response is the most advantageous to the board and who will provide the highest quality service at fair and competitive prices.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Technical Criteria A. Description of Services	Points Based	40 <i>(40% of Total)</i>
2.	Management Criteria A. Business Management B. Qualifications; Relevant Experience	Points Based	40 <i>(40% of Total)</i>
3.	Cost Criteria A. Fee Proposal	Points Based	20 <i>(20% of Total)</i>

8. Vendor Questionnaire

8.1. Respondent Submittals (without Cost)*

Please upload your response to the [Technical Specifications](#).

*Response required

8.2. Cost Proposal*

*Response required

8.3. Proposal Form*

Please download the below documents, complete, and upload.

Please ensure that you are uploading the correct proposal form. Uploading a form from a different proposal will result in a disqualification.

- [Proposal Form CC 11-27.pdf](#)

*Response required

8.4. Affirmative Action Questionnaire *

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

Please download the below documents, complete, and upload.

- [AFFIRMATIVE ACTION QUESTION...](#)

*Response required

8.5. Affirmative Action Evidence Employee Information Report. (Certificate)*

*Response required

8.6. Political Contribution Disclosure Form*

Please download the below documents, complete, and upload.

- [Chapter 271 Political Contr...](#)

*Response required

8.7. Assurance of Compliance*

Please download the below documents, complete, and upload.

- [ASSURANCE OF COMPLIANCE.docx](#)

*Response required

8.8. Contractor/Vendor Questionnaire & Certification*

Please download the below documents, complete, and upload.

- [CONTRACTOR OR VENDOR QUESTI...](#)

*Response required

8.9. Disclosure of Investment Activities in Iran Form*

Please download the below documents, complete, and upload.

- [Disclosure of Investment Ac...](#)

*Response required

8.10. NON-COLLUSION AFFIDAVIT*

Please download the below documents, complete, and upload.

- [Non-Collusion Affidavit.docx](#)

*Response required

8.11. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus*

Please download the below documents, complete, and upload.

- [CERTIFICATION_OF_NON-INVOLV...](#)

*Response required

8.12. Respondent's Comment Form

Please download the below documents, complete, and upload.

- [RESPONDENT'S_COMMENT_FORM.docx](#)

8.13. Statement of Ownership Disclosure*

Please download the below documents, complete, and upload.

- [STATEMENT OF OWNERSHIP DISC...](#)

*Response required

8.14. New Jersey Business Registration Certificates*

*Response required

8.15. W-9 Form*

*Response required