



# PATERSON PUBLIC SCHOOLS



Department Of Purchasing  
90 Delaware Avenue, 4<sup>th</sup> floor, Paterson, NJ 07503

## REQUEST FOR PROPOSAL 2025-2026 SCHOOL YEAR

RFP Title:	PROFESSIONAL DEVELOPMENT FOR SHELTERED ENGLISH INSTRUCTION
RFP Number	RFP-423-26
RFP Opening/Due Date:	MAY 8, 2025, AT 11:00 AM
RFP Opening Place:	<b>ZOOM MEETING:</b> <a href="https://us04web.zoom.us/j/871855428">https://us04web.zoom.us/j/871855428</a> <b>Meeting ID:</b> 871 855 428  The live stream will be password protected. <b>Password:</b> 5050



Issue Date: APRIL 15, 2025

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## **ETHICS AND CONDUCT**

### **POLICY RELEASE**

The Paterson Public School District will comply with the New Jersey Public School Contracts Law, *N.J.S.A. 18A:18A-1, et seq.* The District shall not knowingly extend favoritism to any contractor. Orders shall be placed on the basis of quality, price and timely service. The District shall not solicit funds or materials from contractors. Employees shall not seek to procure goods and services for their own use using District's discounts or tax-exempt status. No purchases will be made knowingly from a District employee or from a member of the immediate household of an employee.

The Department of Purchasing believes in the dignity of their office, the real worth of the service rendered by their governmental agency and strives to maintain high standards of ethics, conduct and service.

Public purchasing employees are required to maintain complete independence and impartiality in dealings with contractors, both in fact and in appearance, in order to preserve the integrity of the competitive process and to ensure there is public confidence that contracts are awarded equitably economically and in full compliance with Public School Contracts Law.

In order to avoid the possibility of any misunderstanding regarding compliance with the law and regarding any appearance of impropriety relative to the competitive process for awarding contracts, purchasing staff shall not accept anything of value offered from contractors.

### **SOLICITATION OR ACCEPTANCE OF GIFTS**

In accordance with the School Ethics Act, *N.J.S.A. 18A:12-21, et seq.*, no school district employee shall solicit, receive or agree to receive any compensation, reward, employment, gift, meal, honorarium, travel, reimbursement, or any other thing of value from any person, firm, corporation, association, partnership or business that is the recipient of, or a potential Bidder for, or applicant for any contract, professional services contract, or purchase order from the school district.

Any school district employee who violates the terms of the School Ethics Act will be subject to consequences which may include, but are not limited to, suspension, termination of employment, withholding of annual increments or demotion.

### **DOING BUSINESS WITH ONE'S AGENCY**

No employee of the District shall either directly or indirectly purchase goods and/or services for their own agency from any business entity of which their spouse or relative has a material interest.

### **UNAUTHORIZED COMPENSATION**

No employee of the District shall, at any time, accept any compensation, payment or thing of value when such employee knows, or with the exercise of reasonable care, should know that the compensation, payment or thing of value was given to influence a vote or other action in which the officer or employee was expected to participate in their official capacity.

## RELATIONS WITH VENDORS

The Board of Education shall maintain honest and ethical relations with contractors and shall guard against favoritism, improvidence, extravagance, and corruption in its contracting processes and practices.

The Board will not 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 reportable by the recipient under P.L. 1973, c. 83 (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 a contract. The Commissioner shall take appropriate action for any violations.

When a business entity is a natural person, a contribution by that person's spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. Where 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.

The disclosure requirement set forth in section 2 of P.L. 2005, c. 271 (codified at *N.J.S.A. 19:44A-20.26*) also shall apply when the contract is required by law to be publicly advertised for bids.

This subsection shall not apply to a contract when a school district emergency requires the immediate delivery of goods or services and shall not apply to contributions made prior to the effective date of these regulations.

Legal Reference: *N.J.S.A. 19:44A-1, et seq.*; *N.J.A.C. 6A:23A-6.3*

**TO:** All Bidders  
**FROM:** Purchasing Department  
**RE:** **New Jersey Sales Tax**

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Local school districts, as political subdivisions of the State of New Jersey, are exempt from the New Jersey Sales and Use taxes, pursuant to Section 9(a) of the New Jersey Sales and Use Tax Act when purchasing items for their own use such as desks, chairs, office equipment, cleaning supplies, etc.

When purchasing items for the use of a local school district, an exempt organization certificate or number is not required.

When items are purchased for resale through a shop or store regardless of the purpose, the local school district must supply the Contractor with a valid New Jersey Resale Certificate (Form ST-3).

The local school district or any organization under the auspices of the local school district, purchasing items for resale through a shop or a store must be registered with the Division of Taxation as a contractor and have a New Jersey sales tax registration number assigned to them to legally purchase for resale. Sales tax must be collected on the sale of taxable items made in the shop or store.

When purchases for fundraising purposes are made of taxable items by school-affiliated groups, such as band groups, cheerleader groups, school clubs, etc., sales must be paid when making payments on behalf of the group. The subsequent resale of such items by the groups that are conducted for isolated or occasional fund-raising purposes and not through a shop or store are not subject to sales tax.

**FEDERAL TAX ID #22600 2199W      STATE TAX ID #690220 151**

New Jersey school districts are considered political sub-divisions of the State of New Jersey. Therefore, purchases, except purchases of energy, are exempt from NJ sales and use taxes pursuant to Section 9(a)(1) of the New Jersey Sales and Use Tax Act. Click on the following link for a copy of the Technical Bulletin issued by the New Jersey Division of Taxation <https://www.state.nj.us/treasury/taxation/pdf/pubs/tb/tb49.pdf>

Please note the following:

***“ST-5 Exempt Organization Certificates are never issued to New Jersey government entities, including public schools.”***

***PTA/PTO’s and Private Nonprofit Schools qualify for exemption upon submitting an application to the Division of Taxation. They are granted an ST-5 Exempt Organization Certificate. Non-Exempt School Groups such as booster clubs, teacher organizations and parent organizations may NOT use a school’s tax exempt status. (see bulletin for more details).***

***School Stores operated on a regular basis by a school district or PTA/PTO or other affiliated groups (more frequently than monthly), sales tax must be collected on taxable sales. (see bulletin for more details).***

**TO:** All Bidders  
**FROM:** Purchasing Department  
**RE: Unauthorized Purchase Orders**

The District only recognizes purchases through the approved purchase order process.

All purchases are made by written purchase order, with an authorized signature and purchase order number.

Please do not honor or accept any requests for goods and services unless the request is made through a written purchase order with an authorized signature and an assigned purchase order number.

Please alert our office at (973)-321-0726 if any employee attempts to place an order without an authorized purchase order.

Once a purchase order is received do not permit any employee to add items to the order.

The District will not be held responsible for any unauthorized orders or purchases.

The District will only recognize purchase orders signed by the Business Administrator or designee.

**TO:** All Bidders  
**FROM:** Purchasing Department  
**RE:** **Business Registration Certificate**

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Pursuant to N.J.S.A. 52:32-44, Paterson Public School District 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.

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

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.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

#### **Emergency Purchases or Contracts**

For purchases of an emergent nature, the Contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)**  
**N.J.A.C. 17:27et seq.**

**GOODS, GENERAL SERVICES, AND PROFESSIONAL CONTRACTS**

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

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

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

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

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

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

## EXHIBIT A (Cont.)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http:// www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)).

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

## AMERICANS WITH DISABILITIES ACT OF 1990

### Equal Opportunity for Individuals with Disabilities

The Contractor and the Paterson Public School District of Passaic County, New Jersey, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 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 the owner pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the Contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

## **POLITICAL CONTRIBUTION DISCLOSURE FORM**

### **Contractor Instructions For School Districts**

Pursuant to N.J.A.C. 6A:23A-6.3, business entities (contractors) entering into non-emergency contracts with public school districts, are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26), even when those contracts are publicly bid. N.J.S.A. 19:44A-20.26 provides that 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

**Under the statute, 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.**

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

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity

IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

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

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

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

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

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions For School Districts

The enclosed Political Contribution Disclosure Form or a content-consistent facsimile (along with a signed cover sheet) must be submitted with the Contractor's bid and is disclosable to the public under the Open Public Records Act.

The Contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

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

**County Name: Passaic**

State: Governor, and Legislative Leadership Committees

Legislative District #: 35

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

**County:**

Freeholders

County Clerk

Sheriff

Surrogate

Registrar of Deeds

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

Bloomington Borough	Passaic City	Wanaque Borough
Clifton City	Paterson City	Wayne Township
Haledon Borough	Pompton Lakes Borough	West Milford Township
Hawthorne Borough	Prospect Park Borough	Woodland Park Borough
Little Falls Township	Ringwood Borough	
North Haledon Borough	Totowa Borough	

**Boards of Education (Members of the Board):**

Bloomington Borough	Passaic City	Totowa Borough
Clifton City	Passaic County Manchester Regional	Wanaque Borough
Haledon Borough	Passaic Valley Regional	Wayne Township
Hawthorne Borough	Paterson City	West Milford Township
Lakeland Regional	Pompton Lakes Borough	Woodland Park Borough
Little Falls Township	Prospect Park Borough	
North Haledon Borough	Ringwood Borough	

**Fire Districts (Board of fire Commissioners): None**

## **GENERAL INFORMATION**

### **OWNERSHIP DISCLOSURE FORM** (N.J.S.A. 52:25-24.2)

No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. Contained in this bid package is the FORM OF CORPORATE OWNERSHIP DISCLOSURE, which shall be completed by the bidder and attached to the bid.

### **PURPOSE AND INTENT**

This Request for Proposal (RFP) is issued by the Paterson Public School District, Department of Purchasing, The intent of this RFP is to award a contract to that responsible Bidder whose proposal, conforming to the Technical Specifications is most advantageous to the District, price and other factors considered.

### **BIDDER RESPONSIBILITY**

The Bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after proposals are opened because of a Bidder's failure to be knowledgeable of all the requirements of this proposal. By submitting a proposal in response to this RFP, the Bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

### **COST LIABILITY**

The District assumes no responsibility and bears no liability for costs incurred by Bidders before the award of the contract resulting from this RFP.

### **CONTRACT INFORMATION:**

#### **DISTRICT CONTRACT MANAGER (DCM)**

The DCM for this project will be identified at the time of execution of contract. At that time, the Contractor will be provided with the DCM name, department, division, agency, address, telephone number, fax phone number, and email address. The DCM will be responsible for communicating with the Contractor. The DCM will direct the Contractor to perform the work of the contract. The DCM is the person that the Contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. If the Contractor and/or any Paterson Public School or affiliate is unable to resolve disputes any party shall refer those disputes to the DCM for resolution. Any questions related to the performance of the work of the contract may be directed to the DCM by the Contractor.

### **AWARD OF CONTRACT**

In executing the contract, the successful Bidder agrees to perform all work in accordance with the terms and conditions of the specifications to the reasonable satisfaction of the District and to complete all work and/or services as specified in the contract. Successful Bidder will be notified of the time and place for the signing of contracts, essential requirements in the conduct of the contract, including, but not limited to, the number of days specified in the technical specifications for the performance of the contract, manner and schedule of payments, and other administrative details that will be reviewed at the award meeting. Refer to section 2 of Technical Specifications.

### **ESTIMATED CONTRACT**

The Paterson Public Schools estimates expenditures under this contract to be in excess of the bid threshold during the term of the contract. The District reserves the right to increase or decrease this amount based upon need and funding during the term of the contract.

### **DURATION OF CONTRACTS (N.J.S.A. 18A:18A-42)**

The Contractor shall provide the specified goods and/or services for **one (1) year: 2025-2026 school year(s)**, and any optional extension as described in the "Contract Renewal" Section. The original term of this contract and any extension are subject to the availability and appropriation annually of sufficient funds.

### **CONTRACT EFFECTIVE DATES (N.J.S.A. 18A:18A-42)**

Any contract entered into as a result of these bid specifications shall cease to have effect at the end of the contracted period and shall not be extended by any mechanism or provision, unless in conformance with the "Public School Contracts Law," *N.J.S.A.18A:18A-1 et seq.*, except that a contract may be extended by mutual agreement of the parties to the contract when the Paterson Board of Education has commenced rebidding prior to the time the contract expires or when the awarding of a contract is pending at the time the contract expires.

### **CONTRACT RENEWAL (N.J.S.A. 18A:18A-42)**

Following its initial term, the contract may be extended with substantially the same terms and conditions if the District determines that the Contractor has provided services in an effective and efficient manner. The allowable extended duration of this contract may be for a (1) one-year or (2) two-year extension.

Subject to the following limitations:

- a. the contract shall be awarded by resolution of the board of education upon a finding by the board of education that the services are being performed in an effective and efficient manner;
- b. no such contract shall be extended so that it runs for more than a total of five consecutive years;
- c. any price change included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed; and
- d. the terms and conditions of the contract remain substantially the same.

### **CONTRACT TRANSITION**

In the event services end by either contract expiration or termination, it shall be incumbent upon the Contractor to continue services, if requested by the Business Administrator, until new services can be completely operational.

The Contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the District to ensure a smooth and timely transition to the replacement contractor. Such a transitional period shall not extend more than ninety (90) days beyond the expiration date of the contract, or any extension thereof. The Contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by the District.

## **CONTRACT AMENDMENT**

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced in writing and executed by the Contractor and the School Business Administrator.

## **CONTRACTOR RESPONSIBILITIES:**

The Contractor shall be responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work.

The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the District may have arising out of the Contractor's performance of this contract.

## **SUBSTITUTION OF STAFF**

If it becomes necessary for the Contractor to substitute any management, supervisory, or key personnel, the Contractor shall identify the substitute personnel and the work to be performed with a detailed justification documenting the necessity for the substitution. Résumés must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned. No substitute personnel are authorized to begin work until the Contractor has received written approval to proceed from the Business Administrator through the District's Manager of Sector Supervisors and Custodial Services. The same applies for the substitution of subcontractors.

## **OWNERSHIP OF MATERIAL**

All data, technical information, materials gathered, oriented, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the District and shall be delivered to the District upon 30 days' notice by the District.

With respect to software computer programs and/or source codes developed for the District, the work shall be considered "work for hire," i.e., the District, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed.

## **DATA CONFIDENTIALITY**

All financial, statistical, personnel and/or technical data supplied by the District to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the Contractor's suspension or debarment from Paterson Public Schools contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

## **PAYMENT**

The Contractor shall submit an invoice to process payment. The District reserves the right to request additional information when required to substantiate invoices.

Invoices shall be detailed and itemized by school, to include invoice number, date, purchase order number, billing period and amount, showing employee name, date worked, paid period ending date, school location name. Lastly, an originally signed and dated voucher must accompany all invoices.

## **NEWS RELEASES/ ADVERTISING**

The Contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the District; nor shall the Contractor use the District's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the District.

## **LICENSES AND PERMITS**

The Contractor shall obtain and maintain in full force and affect all required licenses, permits, and authorizations necessary to perform this contract. The Contractor shall supply the District Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with

any such licenses, permits and authorizations must be considered by the Contractor in its proposal. The Contractor must submit copies of all certifications and licenses of and all substitute personnel to the District.

### **ADDITIONAL WORK AND/OR SPECIAL PROJECTS**

No additional work and/or special project may commence without the Business Administrator's or his or her designee written approval. In the event the Contractor proceeds with additional work and/or special projects without the written approval of the Business Administrator, it shall be at the Contractor's sole risk. The District shall be under no obligation to pay for work done without the School Business Administrator's (SBA) written approval.

In the event that the need for additional work and/or a special project arises, the District will submit such a request to the Contractor in writing. The Contractor must present a written proposal to perform the additional work/special project to the District. The proposal should provide justification for the necessity of the additional work/special project. The relationship between the additional work/special project being requested and the work required by the Contractor under the base contract must be clearly established by the Contractor in its proposal for performing the additional work/special project. The Contractor's written proposal must provide a detailed description of the work to be performed, broken down by task and subtask.

The proposal shall contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work. The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written cost proposal must be based upon the hourly rates, unit costs or other cost elements submitted by the Contractor in the Contractor's original proposal submitted in response to this RFP. The cost proposal should be a Time and Material (T&M) cost to perform the required work. The T&M price should specifically reference and be tied directly to costs submitted by the Contractor in its original proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included. Complete documentation from the using agency, confirming the need for the additional work/special project, must be submitted.

### **OPTION TO REDUCE SCOPE OF WORK**

The District has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Business Administrator or his designee shall provide advance, written notice to the Contractor. Upon receipt of such written notice, the Contractor will submit, within five (5) working days to the Business Administrator, an itemization of the work effort already completed by task or subtasks. The Contractor shall be compensated for such work effort according to the applicable portions of its cost proposal.

### **SUSPENSION OF WORK**

The Business Administrator or his designee may, for valid reason, issue a stop order directing the Contractor to suspend work under the contract for a specific time. The Contractor shall be paid until the effective date of the stop order. The Contractor shall resume work upon the date specified in the stop order or upon such other date as the Business Administrator may thereafter direct in writing. The period of suspension shall be deemed added to the Contractor's approved schedule of performance. The Business Administrator and the Contractor shall negotiate an equitable adjustment, if any, to the contract price.

### **ANTIDISCRIMINATION PROVISIONS (N.J.S.A. 10:2-1)**

During the term of the contract 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.

### **ANTI-BULLYING**

Pursuant to N.J.S.A. 18A:37-16, a contracted service provider who has witnessed, or has reliable information that a student has been subject to harassment, intimidation or bullying shall report the incident to the appropriate school official designated by the school district's policy, or to any school administrator or safe schools resource officer.

### **BOND REQUIREMENTS (N/A)**

#### **BID BOND (N/A)**

The Bidder shall provide a bid bond or certified check in the amount of 10% of the bid, but not in excess of \$20,000.00.

#### **CERTIFICATE FROM SURETY COMPANY (N.J.S.A. 18A:18A-25) (N/A)**

Each Bidder must submit with his/her proposal a certificate from a surety company stating that the surety company will provide the Bidder with a performance bond in an amount equal to the amount of the contract (N.J.S.A. 18A:18A-25). Such surety company must be licensed and qualified to do business in the State of New Jersey. The certificate (Consent) of Surety, together with the power of attorney must be submitted with the proposal. Failure to submit the certificate (Consent) of Surety shall be cause for disqualification and rejection of the proposal.

#### **PERFORMANCE BONDS (N.J.S.A. 18A:18A-25) (N/A)**

The successful Bidder shall furnish within ten (10) business days after notice of contract award a Performance Bond in statutory form in an amount equal to one hundred percent (100%) of the initial 2-year total contract price as security for faithful performance of this contract. No contract shall be executed unless, and until the required performance bond is submitted to the District's Department of Purchasing, and the Surety must be presently authorized to do business in the State of New Jersey. The cost of all performance bonds required under this contract shall be borne by the successful Bidder. The performance bond must be legally effective as of the date the contract is signed. The bond must indicate the successful Bidder's name exactly as it appears on the contract.

### **SUBCONTRACTORS**

Should the Bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the Bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and, (c) compliance with the requirements of all applicable laws. The Bidder should provide detailed description of services to be provided by each subcontractor, referencing the applicable Section or subsection of this proposal.

The Bidder should provide detailed résumés for each subcontractor's management supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform. The Bidder should provide documented experience demonstrating that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the Bidder's proposal.

### **AUDIT BY OFFICE OF THE STATE COMPTROLLER; N.J.A.C. 17:44-2.2**

Relevant records of private contractors 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 shall maintain all documentation related to products, transactions or services under 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.

### **CRIMINAL HISTORY BACKGROUND CHECK; N.J.S.A. 18A:6-7.1**

Bidders must comply with the following: A facility, center, school, or school system under the supervision of the Department of Education and board of education which cares for, or is involved in the education of children under the age of 18 shall not employ for pay or contract for the paid services of any teaching staff member or substitute teacher, teacher aide, child study team member, school physician, school nurse, custodian, school maintenance worker, cafeteria worker, school law enforcement officer, school secretary or clerical worker or any other person serving in a position which involves regular contact with pupils unless the employer has first determined consistent with the requirements and standards of this act, that no criminal history record information exists on file in the Federal Bureau of Investigation, Identification Division, or the State Bureau of Identification which would disqualify that individual from being employed or utilized in such capacity or position. An individual employed by a board of education or a school bus Contractor holding a contract with a board of education, in the capacity of a school bus driver, shall be required to meet the criminal history record requirements pursuant to section 6 of P.L.1989, c.104 (C.18A:39-19.1). A facility, center, school, or school system under the supervision of the Department of Education and board of education which cares for, or is involved in the education of children under the age of 18 may require criminal history record checks for individuals who, on an unpaid voluntary basis,

provide services that involve regular contact with pupils. In the case of school districts involved in a sending-receiving relationship, the decision to require criminal history record checks for volunteers shall be made jointly by the boards of education of the sending and receiving districts.

**ADDENDA AND INTERPRETATIONS**

No interpretation of the meaning of the specifications or other contract documents will be made to any Bidder orally. Every request for such interpretation shall be in writing and e-mailed to **Neville Williams, Purchasing Coordinator at williamsn@paterson.k12.nj.us**. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates. Any form or written addenda to the specifications, which if issued, will be e-mailed to all prospective bidders no later than seven (7) business days, not including Saturday, Sunday and holidays, prior to the date fixed for the opening of proposals. Failure of the Bidder to receive such addendum or interpretation shall not relieve any Bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents. The cutoff for questions regarding this RFP is **04/29/2025**.

## **DEFINITIONS**

**The following definitions shall be part of any contract awarded or order placed as result of this RFP.**

**Addendum** – Written clarification or revision to this RFP issued by the District.

**Amendment** – A change in the scope of work to be performed by the Contractor.

**Bidder** - An individual or business entity submitting a proposal in response to this RFP.

**Contract** - The written executed agreement between the parties, this RFP, any addendum to this RFP, and the Bidder's proposal submitted in response to this RFP, as accepted by the District.

**Contractor** - The successful Bidder awarded a contract.

**District**- The entire Paterson Public School System

**Evaluation Committee** - A committee established by the District to review and evaluate proposals submitted in response to this RFP and to recommend a contract award to the Board of Education.

**May** - Denotes that which is permissible, not mandatory.

**Project** - The undertaking or services that are the subject of this RFP.

**Request for Proposal (RFP)** – This document which establishes the proposal and contract requirements and solicits proposals to meet the purchase needs of the using agencies as identified herein.

**Shall or Must** – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a proposal as materially non-responsive.

**Should** - Denotes that which is recommended, not mandatory.

**District Contract Manager (DCM)** – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work.

**Subtasks** – Detailed activities that comprise the actual performance of a task.

**Task** – A discrete unit of work to be performed.

**Using Department** - The entity for which the District has issued this bid and will enter into a contract.

# Technical Specifications

For any questions regarding **Technical Specifications** please contact:

**Neville Williams, Purchasing Agent at [williamsn@paterson.k12.nj.us](mailto:williamsn@paterson.k12.nj.us)**

SECTIONS
<ul style="list-style-type: none"><li>• SECTION 1 – SCOPE OF WORK</li><li>• SECTION 2 – PROPOSAL EVALUATION</li><li>• SECTION 3 – PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS</li></ul>

# PROFESSIONAL DEVELOPMENT FOR SHELTERED ENGLISH INSTRUCTION - RFP 423-26

## SECTION 1: SCOPE OF WORK

The Department of Academic Services believes that every student is entitled to and deserves an excellent program of instruction across all content areas that encourages each student to achieve at a high level. We believe that all students attain language at different rates, especially those who are multilingual learners. Through engaging students in the acquisition of content while immersed in language acquisition, we are assessing their understanding of critical skills and language development simultaneously, thus enabling teachers the ability to increase student development towards mastery of the standards and English language development. Ultimately, the goal is to prepare all children for college and career readiness. To achieve this mission, all students need educators who are trained in Sheltered English Instruction to support the various levels of language development for our English Language learners.

The Division of Academic Services is seeking a 11-month contract for at least 10 cohorts of up to 40 teachers per cohort to receive full day training a minimum of 3 times throughout the year, along with an administrator session, with a vendor who can provide professional development focused on Sheltered English Instruction for students in grades K-12. Professional development must be in person and afford all teachers, general education, special education and ESL, the ability to participate and utilize the instructional strategies to enhance learning outcomes in their classroom. Through the implementation of strategies learned during professional development, teachers should have the tools they need to increase their confidence and competence in the planning and implementation of Sheltered Instruction strategies within their classroom on a daily basis and administrators should expect to see:

- Increase in confidence and competence in planning instruction to support language development for all students, especially those that are multilingual
- Consistency of instructional practices related to Sheltered English Instruction across various content areas and classrooms
- An added layer of support for implementation of best practices that support all learners
- Increase in confidence and competence using Access data and student CPL levels to drive instruction

The professional development should include the following:

1. In-person professional development for up to 40 teachers per session, spanning grades K-12 in various content areas
2. In-person professional development for an administrator session
3. Sessions specific to the following areas:
  - a. Effective planning and implementation of Sheltered English instruction based on the student CPL levels.
  - b. Equip teachers and administrators with the best practices in Sheltered English Instruction for students in grades K-12
  - c. Provide targeted support for cohorts of teachers inclusive of general education and ESL teachers, along with a cohort of administrators.
  - d. Focus on strategic instructional planning, scaffolding, and differentiation to ensure equitable access to content for multilingual learners.
  - e. Provide teachers with strategies to incorporate Artificial Intelligence (AI) as a means to support instruction with multilingual learners.
4. Learning activities/strategies must engage students with multiple cognitive and sensory abilities via interactive and collaborative tasks.
5. Professional development and resources should allow teachers to personalize and modify lessons to meet the individual needs of their students based on English language proficiency levels that they can immediately apply within their classroom following the professional development session.
6. The vendor must have the ability to provide multiple on-site professional development sessions that meet the needs of all users for successful implementation.
7. The vendor must have experience modeling and implementing small group instruction with multilingual learners.
8. The vendor should have staff who are certified in the area of Bilingual and/or ESL education, with experience working in large urban districts that have a significant number of multilingual learners.

**END OF SECTION 1 – SCOPE OF WORK**

# PROFESSIONAL DEVELOPMENT FOR SHELTERED ENGLISH INSTRUCTION - RFP 423-26

## SECTION 2: PROPOSAL EVALUATION

### EVALUATION OF PROPOSALS

The District will evaluate responsive proposals using the following selection criteria, each to be weighted as indicated in the following chart. Whether or not a proposal meets the requirements for responsiveness is in the sole discretion of the District. The District intends to select the Bidder whose proposal is most advantageous to the District, price and other factors considered as determined by the District in its sole discretion.

### PROPOSAL EVALUATION COMMITTEE

Pursuant to N.J.A.C. 5:34-4.3, proposals will be evaluated by an Evaluation Committee composed of members of affected departments and administrative locations together with representative(s) from the Paterson Public Schools' Purchasing Department. If necessary, the Evaluation Committee may choose to make use of the expertise of an outside consultant.

### EVALUATION CRITERIA – SELECTING QUALIFIED CONTRACTORS

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate proposals received in response to this RFP. The following criteria with associated weights will be used to select qualifying contractors.

Point Scale:

9 - 10 = Excellent

7 - 8 = Very Good

5 - 6 = Good

3 - 4 = Fair

1 - 2 = Poor

0 = No Information Provided

<b>Evaluation Criteria</b>	<b>Weight</b>	<b>Score</b>	<b>Sub-Total</b>
<b>The bidder's detailed technical approach and methodology to provide services as required by the Scope of Work of this RFP to Paterson Public Schools.</b>	15%		
<b>The bidder's documented experience in successfully providing service contracts to school districts.</b>	15%		
<b>The qualifications and experience of the bidder's management, supervisory, support staff and other key personnel assigned to the contract, with emphasis on documented experience in successfully providing services to school districts.</b>	25%		
<b>The overall ability of the bidder to mobilize, undertake and successfully provide service for the duration of the contract. This judgment will include, but not be limited to the following factors: the number and qualifications of management, supervisory and other staff proposed by the contractor to complete the contract, health and safety training plan, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart and financial capabilities.</b>	25%		
<b>The bidder's cost proposal.</b>	20%		
<b>Total Score:</b>			

\*\*\*\* END OF SECTION 2 – PROPOSAL EVALUATION \*\*\*\*

## PROFESSIONAL DEVELOPMENT FOR SHELTERED ENGLISH INSTRUCTION - RFP 423-26

### SECTION 3 PRE-PROPOSAL CONFERENCE, PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

#### PRE-PROPOSAL CONFERENCE (N/A)

#### PROPOSAL PREPARATION

The Bidder must follow the instructions contained in this specification in preparing and submitting its proposal. The Bidder is advised to read thoroughly and to follow all instructions. The information required to be submitted in response to this specification has been determined to be essential in the proposal evaluation and contract award process. Any qualifying statements made by the Bidder to the proposal's requirements could result in a determination that the Bidder's proposal is materially non-responsive. The Bidder is given wide latitude in the degree of detail it elects to offer. The Bidder is cautioned, however, that insufficient detail may result in a determination that the proposal is materially non-responsive or, in the alternative, may result in a low technical score being given to the proposal. The Bidder is instructed to clearly identify any requirement of this proposal that the bidder cannot satisfy.

#### PROPOSAL OPENING

Individuals may participate using the following link:

<https://us04web.zoom.us/j/871855428>

**Meeting ID:** 871 855 428

The live stream will be password protected.

**Password:** 5050

#### PROPOSAL DELIVERY AND IDENTIFICATION

PROPOSAL SHALL BE SUBMITTED VIA RECOGNIZED DELIVERY SERVICE (UPS, FEDEX, USPS) THAT PROVIDES TRACKING AND DELIVERY CONFIRMATION.

All proposals must be marked "SEALED PROPOSAL" along with the PROPOSAL NUMBER and must be submitted to:

**Paterson Public Schools**  
Department of Purchasing  
90 Delaware Avenue, 4<sup>th</sup> Floor  
Paterson, NJ 07503

**ANY PROPOSAL NOT RECEIVED ON TIME AT THE RIGHT PLACE WILL NOT BE OPENED AND RETURNED VIA MAIL CARRIER TO THE BIDDER.** Failure to comply with these specifications in their entirety may be grounds for disqualification. The bidder is cautioned to allow adequate delivery time to ensure timely delivery of proposals.

#### NUMBER OF PROPOSAL COPIES: **ONE(1) ORIGINAL, ONE (1) DIGITAL COPY**

The Bidder must submit one (1) complete original (**NON-BOUND**) bid proposal, clearly marked as the "ORIGINAL" bid proposal. **Do not bind the proposal submission.** The Bidder should also submit ONE (1) full complete and exact **ELECTRONIC (USB/DISC)** copy of the original. The copies required are necessary in the evaluation of the proposal. It is suggested that the Bidder make and retain a complete copy of its bid proposal.

#### CONTENTS OF THE PROPOSAL ARE PUBLIC RECORD

The entire content of every bid proposal will be opened publicly and become a public record. This is the case notwithstanding any statement to the contrary made by a Bidder in its bid proposal. All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment with the Supervisor of Purchasing to inspect bid proposals received in response to this BID/RFP.

#### PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to do so may preclude an award being made to the Bidder.

# PROFESSIONAL DEVELOPMENT FOR SHELTERED ENGLISH INSTRUCTION - RFP 423-26

## SECTION 3 PRE-PROPOSAL CONFERENCE, PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

### DELIVERY

Unless otherwise specified in the RFP, all prices in bids/proposals are to be submitted FREE ON BOARD (F.O.B.), DESTINATION (PATERSON PUBLIC SCHOOLS). Bids/proposals submitted other than F.O.B. DESTINATION may not be considered.

### PROPOSAL FORM AND CONTENT

Proposals should clearly and accurately demonstrate the Bidder's specialized knowledge and extensive, successful experience. Proposals should provide straightforward, concise information. Emphasis should be placed on brevity, conformity to instructions, requirements of this RFP, as well as the completeness and clarity of content. The proposal should follow the format indicated in the following Sections of this specification. The Bidder should limit its response to one volume with that volume divided into eight (8) sections as indicated below.

#### Tab 1. Cover Letter

The Cover Letter must be no more than one page and must be signed by the Bidder's authorized representative. The cover letter must reference this RFP and confirm that all elements of the RFP have been read and understood. The cover letter must include:

- The Bidder's exact legal name, address, telephone, and federal tax identification number (or social security number if the organization is a sole proprietorship);
- The name, telephone, address, and e-mail address of the contracts management or legal staff person who is empowered to speak on contractual and policy matters.
- **EXCEPTIONS:** The Bidder must note any departures from the specifications. Any conditions or terms must be written and included in the Bidder's RFP response. Any departures may render the proposal non-responsive.

#### Tab 2. Firm Identification

Identify the company background, type of ownership or legal structure of Bidder's firm (sole proprietor, partnership, corporation, joint venture, etc.); length of time the firm has been operating as the legal entity and length of time the firm has been providing the requested services. Failure to disclose the information above fully and accurately may result in disqualification of the proposal or termination of contract at any time. Also address the following in Tab 2:

- Has the company ever failed to complete the work awarded under a contract?
- Has a contract ever been terminated before the end of the contract period by either your client or your company? If so, please provide details.

#### Tab 3. Identification and Resumes of Key Personnel and Subcontractors/Co-venturers

- List and include the resumes of the proposed key members of Bidder's firm to be assigned to provide the services, including their roles and estimated participation in each phase of the services.
- Attach an organizational team chart for the firm and the project (one page maximum)

#### Tab 4. Sample Projects

- Describe projects/contracts of similar scope and size to Paterson Public Schools which best illustrate the Bidder's qualifications for the scope of the services.
- Indicate any projects/contracts accomplished by current key staff conducted while under the employment of others.
- Projects/contracts must be of similar complexity completed and demonstrate the Bidder's ability and experience to successfully perform the services. Please list all districts in the State of New Jersey that your agency is providing services.
- Provide current contact information for all references for all projects listed on the attached reference form. (Minimum of two)

## PROFESSIONAL DEVELOPMENT FOR SHELTERED ENGLISH INSTRUCTION - RFP 423-26

### SECTION 3 PRE-PROPOSAL CONFERENCE, PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

#### Tab 5. Proposed Project Plan and Approach

Describe the proposed plan and approach to satisfy the requirements of this RFP.

#### Tab 6. Rates/Fee Structure: Instructions

Describe your proposed fee structure, including all fees and employer taxes (Use State & Federal Tax). All-inclusive fees associated with the contract are taxes, management fees, system fees, etc. The District will not pay separately for any fees. The prices quoted must be ALL-INCLUSIVE.

### **Please see RFP Price Form (RFP Return Booklet)**

#### Tab 7. RFP Return Booklet

See attached RFP Return Booklet – Please complete each form in its entirety.

TAB 7: RFP RETURN BOOKLET & REQUIRED DOCUMENTS

**(ALL DOCUMENTS UNDER THIS SECTION SHALL BE SUBMITTED  
WITH RFP RESPONSE)**

RFP RETURN BOOKLET

Bid Title: \_\_\_\_\_

Bid Number: \_\_\_\_\_

Company Name \_\_\_\_\_

---

Check

**RFP Return Booklet**

---

Check

**No RFP**

If you do not wish to submit a proposal at this time but would like to remain in the District bidder's list.

Reason for not submitting: \_\_\_\_\_

---

Check

**Remove from List**

If you wish to be removed from the District's bidder's list do not reply to this invitation to bid.

---

Company Representative

---

Date

**REQUIRED DOCUMENT- ATTACH AND STAPLE TO "RFP RETURN BOOKLET" PAGE**

# RFP RETURN

## SUBMISSION CHECKLIST

### PLEASE SUBMIT YOUR PROPOSAL IN THE FOLLOWING ORDER:

Bid Security / Bid Bond (N/A)
Performance Bond (N/A)
Consent of Surety (N/A)
Statement of Ownership Disclosure
Affirmative Action Requirements (Form AA302 Form or current Employee Information Report) -Required for the successful bidder.
Equal Opportunity Language – Compliance Notice
New Jersey Business Registration Certificate, (FORM-BRC-(08-01) – provide prior to contract award
Non-Collusion Affidavit
Company Information Form
W-9 Form
Reference Sheet
Equipment / Prevailing Wage/Unauthorized Orders Certification Form
Political Contribution Disclosure Form
Acknowledgement of Addenda
Combined Certification: Prohibited Activities In Russia And Belarus & Investment Activities In Iran - provide prior to contract award
RFP Pricing Sheet

### BID AND PERFORMANCE BOND REQUIREMENTS FOR THIS RFP

**Bid Bond Amount: N/A**

**Performance Bond: N/A**

The undersigned declares that he/she has read the specifications and included all items listed in the Check-List above.

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

**ATTACH AND STAPLE ALL REQUIRED DOCUMENTATION TO THIS PAGE**

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:2524.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

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

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

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

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

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV Certification**

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

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

**REQUIRED DOCUMENT- ATTACH AND STAPLE TO "RFP RETURN BOOKLET" PAGE**

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful Contractor's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful Contractor shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the Contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of 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.

The successful Contractor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful Contractor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the Contractor copy is retained by the Contractor.

The undersigned Contractor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned Contractor further understands that his/her proposal shall be rejected as non-responsive if said Contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

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

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

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

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

DATE: \_\_\_\_\_

**REQUIRED DOCUMENT- ATTACH AND STAPLE TO "RFP RETURN BOOKLET" PAGE**

## INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

**IMPORTANT:** READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

**ITEM 1** - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

**ITEM 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**ITEM 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**ITEM 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

**ITEM 5** - Enter the physical location of the company. Include City, County, State and Zip Code.

**ITEM 6** - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**ITEM 7** - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

**ITEM 8** - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

**ITEM 9** - Enter the total number of employees at the establishment being awarded the contract.

**ITEM 10** - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

**ITEM 11** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

**Racial/Ethnic Groups will be defined:**

**Black:** Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

**Hispanic:** Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

**American Indian or Alaskan Native:** Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

**Asian or Pacific Islander:** Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillipine Islands and Samoa.

**Non-Minority:** Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

**ITEM 12** - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**ITEM 13** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**ITEM 14** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**ITEM 15** - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

**ITEM 16** - Print or type the name of the person completing the form. Include the signature, title and date.

**ITEM 17** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

### TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDING THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY (FEE IS NON-REFUNDABLE)** TO:

NJ Department of the Treasury  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program  
P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473



## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127) N.J.A.C. 17:27et seq.

#### GOODS, GENERAL SERVICES, AND PROFESSIONAL CONTRACTS

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

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

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

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

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

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

**REQUIRED DOCUMENT- ATTACH AND STAPLE TO "RFP RETURN BOOKLET" PAGE**

**EXHIBIT A (Cont)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http:// www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)).

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

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

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

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

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

DATE: \_\_\_\_\_

**REQUIRED DOCUMENT- ATTACH AND STAPLE TO "RFP RETURN BOOKLET" PAGE**

**NON-COLLUSION AFFIDAVIT**

\_\_\_\_\_  
Title of Bid and Bid Number

I, \_\_\_\_\_ of the City of \_\_\_\_\_  
in the County of \_\_\_\_\_ and the State of \_\_\_\_\_

of full age, being duly sworn according to law on my oath depose say that:

I am \_\_\_\_\_ of the Firm of \_\_\_\_\_

and the bidder making the proposal for the above named contract and that I executed the said proposal with full authority so to do that said bidder has not directly or indirectly, entered into any agreement, participated in any collusion, 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 Public School District of the City of Paterson 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.

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

\_\_\_\_\_  
Print Name of Bidder

Subscribed and sworn to: \_\_\_\_\_  
Signature of contractor

Before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
Month Year

\_\_\_\_\_  
Print name of Notary Public

\_\_\_\_\_  
Notary Public Signature

My commission expires \_\_\_\_\_ Seal  
Month Day Year

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

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

**REQUIRED DOCUMENT- ATTACH AND STAPLE TO "RFP RETURN BOOKLET" PAGE**

**COMPANY INFORMATION FORM**

Company Name:		
Address:		
Address:		
City:	State:	Zip:
<b>Tax ID No.:</b>	<b>(Required)</b>	<b>NJ BRC Number:</b>
		<b>(Required)</b>
Telephone :	Fax:	
Website:	Email:	

*\*The information provided will be used for statistical purposes only. This information will not be used to select the winning bid*

**DISCLAIMER**

<b>CONFIRMATION OF SPECIFICATIONS</b>
I have read and understood the written specifications required by this bid and agree to all aspects of the information provided herein. _____ (y/n)
<b>DEPARTMENT, SUSPENSION OR DISQUALIFICATION</b>
Is your company included on the State Treasurer’s List of Debarred, Suspended or Disqualified bidders or the State Department of labor; Prevailing Wage Debarment List? _____ (y/n) <b>If yes, explain:</b> _____
<b>NON-COLLUSION STATEMENT</b>
Has your company been in contact with any District employee or elected official, other than the Purchasing Department to discuss this bid? _____ (y/n) <b>If yes, explain:</b> _____
<b>POLITICAL CONTRIBUTIONS</b>
Has your company made contribution(s) that exceeded <b>\$300.00</b> per election cycle to elected officials, including BOE members or Political Action Committees during the 12 months prior to award of contract _____ (y/n) <b>If yes, complete attached form.</b>

**Name of Officer Authorized to Submit Bid:**

Print Name:	Position:
Signature:	Date:

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

**REQUIRED DOCUMENT- ATTACH AND STAPLE TO "RFP RETURN BOOKLET" PAGE**

## Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
 requester. Do not  
 send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type.</b> See <i>Specific Instructions</i> on page 3.	<b>1</b>	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	<b>2</b>	Business name/disregarded entity name, if different from above.		
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.		<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
		<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____		
	<b>3b</b>	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>		<i>(Applies to accounts maintained outside the United States.)</i>
	<b>5</b>	Address (number, street, and apt. or suite no.). See instructions.		Requester's name and address (optional)
	<b>6</b>	City, state, and ZIP code		
<b>7</b>	List account number(s) here (optional)			

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>									
				-			-		
<b>OR</b>									
<b>Employer identification number</b>									
					-				

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date
------------------	--------------------------	------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**REFERENCE SHEET**

**Names and Addresses of Three (3) References**

<b>Company Name:</b>			
<b>Address:</b>			
<b>City:</b>	<b>State:</b>	<b>Zip:</b>	
<b>Telephone: (    )        -</b>	<b>Fax: (    )        -</b>		
<b>Contact Person :</b>	<b>Email:</b>		

<b>Company Name:</b>			
<b>Address:</b>			
<b>City:</b>	<b>State:</b>	<b>Zip:</b>	
<b>Telephone: (    )        -</b>	<b>Fax: (    )        -</b>		
<b>Contact Person :</b>	<b>Email:</b>		

<b>Company Name:</b>			
<b>Address:</b>			
<b>City:</b>	<b>State:</b>	<b>Zip:</b>	
<b>Telephone: (    )        -</b>	<b>Fax: (    )        -</b>		
<b>Contact Person :</b>	<b>Email:</b>		

President: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

**EQUIPMENT/ PREVAILING WAGE/UNAUTHORIZED ORDERS CERTIFICATION**

The undersigned Bidder hereby certifies as follows:

- The Bidder owns or controls all the necessary equipment required to deliver the goods and/or services described in the specifications.
- If required, the Bidder has the necessary license(s) pursuant to local and state regulations to provide the services under this bid.
- The Bidder will comply with The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.)
- The Bidder will not process or respond to any request or provide any type of service without a signed Purchase Order.
- The Bidder will not exceed the amount of the approved Purchase Order.
- The Bidder will report any unauthorized request for services without a valid PO
- If no award is made after 60 days, Bidder agrees to maintain proposal effective for an additional 60 days.
- The Bidder will comply with all Affirmative Action Requirements
- The Bidder will comply with the Americans with Disabilities Act of 1990
- If shipping charges are wrongly applied the contractor will not process the order and/or shall reimburse the district
- If wrong prices are applied by district or if discount is not applied, contractor will not process the order and/or shall reimburse the district.
- The company has not made any contribution(s) (that exceed \$300 per election cycle) that were made during the 12 months prior to award of the contract.

RFP # \_\_\_\_\_ Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Name of above: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of 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 continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

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

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

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

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

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

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

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

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





**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

**THE UNDERSIGNED BIDDER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:**

ADDENDUM # \_\_\_\_\_

DATE \_\_\_\_\_

ADDENDUM # \_\_\_\_\_

DATE \_\_\_\_\_

ADDENDUM # \_\_\_\_\_

DATE \_\_\_\_\_

NO ADDENDUM WAS ISSUED FOR THIS BID: \_\_\_\_\_ (check if no addendum was issued)

BY: \_\_\_\_\_  
(PRINT OR TYPE NAME) (TITLE)

\_\_\_\_\_  
(SIGNATURE)

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

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

**REQUIRED DOCUMENT- ATTACH AND STAPLE TO "RFP RETURN BOOKLET" PAGE**

# Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

## Part 1: Certification

### COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>  
[www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

## CONTRACT AWARDS AND RENEWALS



*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)*

## CONTRACT AMENDMENTS AND EXTENSIONS

<input type="checkbox"/>	<p><i>I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury’s lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)</i></p>
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**IF UNABLE TO CERTIFY**

<input type="checkbox"/>	<p><i>I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. <u>Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.</u></i></p>
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**Part 2: Additional Information**

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.**

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

### Part 3: Certification of True and Complete Information

*I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, 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 **Paterson Board of Education** is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Paterson Board of Education** to notify the **Paterson Board of Education** 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. 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 **Paterson Board of Education** and that the **Paterson Board of Education** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

<b>Full Name (Print)</b>		<b>Title</b>	
<b>Signature</b>			<b>Date</b>

**REQUIRED DOCUMENT- ATTACH AND STAPLE TO "RFP RETURN BOOKLET" PAGE**

**PROFFESIONAL DEVELOPMENT FOR SHELTERED ENGLISH INSTRUCTION - RFP 423-26**

**RFP PROPOSAL PRICING FORM**

The undersigned does declare that they have carefully and completely examined the specifications, together with the advertisement, instructions to bidders, bond agreements, as well as the premises and all laws, ordinances and regulations governing the work and all other documents attached hereto and fully understand the meaning of all of them and if awarded the contract, hereby agree that they will comply with all of the terms, covenants, and agreement set forth therein.

Single contract proposal to provide all personnel and services described in the specifications for:

**BASE AMOUNT ANNUALLY**

\$ \_\_\_\_\_

**WRITTEN AMOUNT:** \_\_\_\_\_

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

**REQUIRED DOCUMENT- ATTACH AND STAPLE TO "RFP RETURN BOOKLET" PAGE**