



Passaic Board of Education  
Passaic, New Jersey

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# **Goods and Services Bid Specifications & General Requirements For**

## **COMPREHENSIVE BIOLOGY, CHEMISTRY & PHYSICS CURRICULUM**

**Bid No: Bid 10-27**

RELEASE DATE: June 17, 2026

DEADLINE FOR QUESTIONS: July 8, 2026

RESPONSE DEADLINE: July 15, 2026, 11:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

Passaic City School District  
Comprehensive Biology, Chemistry & Physics Curriculum

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## 1. Introduction

### 1.1. Summary

**Purpose of Proposal:** *This is where the service required is identified.*

This bid intends to request a comprehensive Biology, Chemistry & Physics Curriculum aligned with the free-source Open SciEd Biology, Chemistry & Physics curriculum. The vendor must be acknowledged as a certified distributor of the fully packaged versions of the curriculum.

### 1.2. Background

Passaic Public Schools currently uses the Open SciEd curriculum. We require a digital management platform to ensure the successful integration of the curriculum.

The vendor must supply the digital platform as well as all necessary lab equipment and materials.

The vendor must have the capacity to provide comprehensive PD on both the platform and the Open SciEd curriculum.

The vendor must have the curriculum available on a digital platform that is available in English and Spanish with integration with CLEVER.

The vendor must be fully certified to deliver the fully packed version of the Open SciEd curriculum.

Passaic Public Schools has used Activate Learning to provide materials and curriculum for Open SciEd

### 1.3. Contact Information

**Project Contact:**

**Rosemary Cortez**

6-12 Supervisor of Science

663 Main Avenue

Passaic, NJ 07055

Email: [rcortez@passaicschools.org](mailto:rcortez@passaicschools.org)

Phone:  [\(973\) 470-5500](tel:(973)470-5500) Ext: 5187

**Procurement Contact:**

**Maritza Colon-Montanez**

Purchasing Manager

663 Main Avenue

Passaic, NJ 07055

Email: [macolon@passaicschools.org](mailto:macolon@passaicschools.org)

Phone:  [\(973\) 470-5598](tel:(973)470-5598)

**Department:**

Division of Elementary and Secondary Education

**Department Head:**

Lisa Rowbotham

Director of Elementary and Secondary Education

#### 1.4. Timeline

<b>Release Project Date</b>	June 17, 2026
<b>Question Submission Deadline</b>	July 8, 2026, 12:00pm
<b>Proposal Submission Deadline</b>	July 15, 2026, 11:00am

## 2. Bid Advertisement

**Passaic Board of Education  
REQUEST FOR BIDS  
Bid Advertisement**

The Board of Education of the City of Passaic, New Jersey, hereby advertises for competitive bids in accordance with N.J.S.A. 18A:18A-21(a,b) for the School Year 2026 - 2027 :

**Bid No. Bid 10-27 Comprehensive Biology, Chemistry & Physics Curriculum**

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

**Bids must be electronically submitted by PDF only** via School District's e-Procurement Portal at <https://procurement.opengov.com/portal/passaicschools/projects/272791>, **on or before the date** and time indicated below.

Title: Comprehensive Biology, Chemistry & Physics Curriculum

Bid No.: Bid 10-27

Date: Wednesday, July 15, 2026

Time: 11:00 am

Bid Opening Location:

<https://us02web.zoom.us/j/89611676562?pwd=YbvwSG42XrxTs6gBDd9e5jjWEhoi0t.1>

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

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

**Each bid shall be accompanied by a bid bond, cashier's check or certified check made payable to the Passaic Board of Education, for ten percent (10%) of the amount of the total bid, however, not to exceed \$20,000.**

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

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

The Board of Education reserves the right to reject any or all bids, pursuant to N.J.S.A. 18A:18A-2(s), (t), (x), (y), 18A:18A-4(a-c), and N.J.S.A. 18A:18A-22, and to waive any informalities that may be in the best interest of the board.

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

### 3. Ethics in Purchasing

#### *Statement to Vendors*

#### **School District Responsibility**

##### **Recommendation of Purchases**

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

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

##### **Solicitation/Receipt of Gifts – Prohibited**

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

#### **Vendor Responsibility**

##### **Offer of Gifts, Gratuities -- Prohibited**

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

##### **Vendor Influence -- Prohibited**

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

#### **Vendor Certification**

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

**Lamont T. Zachary, SFO, QPA**

School Business Administrator

Board Secretary

## 4. Unauthorized Orders

TO: All Vendors

### *Official Notification*

#### Authorized Purchases

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

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

#### Unauthorized Purchases

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

#### Vendors' Responsibility

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

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

#### Authorized Signatures

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

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



## 5. General Specifications

### 5.1. INSTRUCTIONS FOR BIDDERS

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

AT <https://procurement.opengov.com/portal/passaicschools/projects/272791>.

Bids must be submitted by 11:00 am prevailing time on Wednesday, July 15, 2026.

Bids will be submitted sealed and will be unsealed and announced at the bid opening meeting.

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

### 5.2. BID OPENING MEETING

All bids will be publicly received and unsealed by the Purchasing Agent, or designee, opened in the Board Meeting Room, 663 Main Avenue, Passaic, NJ (Sixth Floor), and read beginning at 11:00 a.m. on Wednesday, July 15, 2026. It is the responsibility of each bidder to ensure that their bid is complete and presented to the Purchasing Agent, or designee, prior to the advertised date and time. No bid shall be received or accepted by the Board of Education after the advertised bid date and time. (N.J.S.A. 18A:18A:21(b))

### 5.3. AFFIRMATIVE ACTION REQUIREMENTS

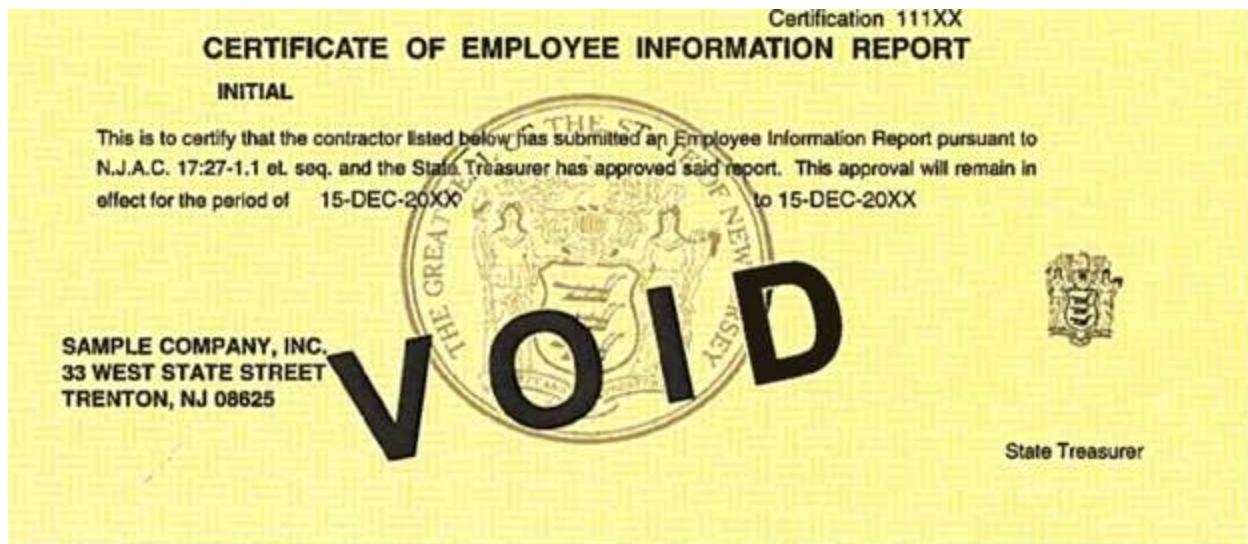
Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

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

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

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

#### **Sample Certificate of Employee Information Report**



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

#### **5.4. ALTERNATIVE DISPUTE RESOLUTION PROCESS**

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

#### **5.5. AMERICAN GOODS**

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

#### **5.6. AMERICANS WITH DISABILITIES ACT**

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

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

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

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

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

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

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

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

## 5.9. [BID GUARANTEE AND BONDING REQUIREMENTS](#)

***Please note:*** The name, address, and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the Board of Education.

- A. **Bid Guarantee (REQUIRED)** When required, each bid shall be accompanied by a bid bond, cashiers or certified check for ten per cent (10%) of the amount of the total contract, but not in excess of \$20,000. This guarantee shall be made payable to the Passaic Board of Education. Such deposit shall be forfeited upon refusal of a bidder to execute a contract; otherwise, checks shall be returned when the contract is executed and the performance bond (if required) is filed with the Board of Education.

The bid security check for unsuccessful bidders, if requested, will be returned as soon after the bid opening as possible but in no event later than (10) days after the bid opening. ***Please***

***note: Uncertified business checks, personal checks or money orders are not acceptable.***

All bid bonds submitted must be signed and witnessed with original signatures. The Board will not accept facsimile or rubber stamp signatures on the bid bond. Failure to sign the bid bond by either the Surety or Principal shall be deemed cause for disqualification of the bid. The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney. The name, address, and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the Board.

The Board of Education will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey. Such a list (Approved Surety Companies) may be available upon request to the State of New Jersey, Department of Banking and Insurance, P.O. Box 325, Trenton, New Jersey 08625.

The board will not accept a bid with multiple bid numbers listed on the bid bond. **Please refer to the Attachments section for a Sample Bid Bond.**

***Failure to submit or sign a bid guarantee by either the Surety or Principal, and/or failure to submit the properly executed bid bond with the bid package shall be deemed cause for disqualification and rejection of bid.***

- B. **Certificate (Consent) of Surety (NOT REQUIRED)**

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

*Certificate (Consent) of Surety by either the Surety or Principal, and/or failure to submit the properly executed Certificate (Consent) of Surety with the bid package shall be deemed cause for disqualification and rejection of bid.*

**C. Performance Bond (NOT REQUIRED)**

When required, the successful bidder shall furnish a Performance, Payment, and Completion Bond in a sum of at least one hundred percent (100%) of the total amount payable by the terms of this Contract. Such written guarantee shall be made payable to the Passaic Board of Education and shall be in the form required by Statute.

Such bond shall further carry a stipulation that no advance, premature, excessive, or delayed payments by the Board shall in any way affect the obligation of the Surety on its bond.

Such bond shall further stipulate that no payments made to the Contractor, nor partial or entire use of occupancy of the work by the Board shall be an acceptance of any work or materials not in accordance with this Contract and the Surety shall be equally bound to the same extent as the Contractor.

It is expressly stipulated that the Surety for the Contractor on the project shall be obligated to make periodic inquiries of the Board at reasonable times, to determine whether its Principal has performed or was performing the Contract in accordance with all of its terms and conditions, particularly in relation to the progress payments scheduled under said Contract with the Board. In the event the Contractor defaults or fails to perform or finish the work prescribed under the Contract for any reason whatsoever, it shall become the unqualified obligation of the Surety for the defaulting Contractor to complete the Contract in accordance with its terms following receipt of notice from the owner of such default.

The Contractor shall execute a formal contract with the Board in the form required and in such number of counterparts as the Board may request. Such Performance, Payment, and Completion Bond shall be furnished and such Contracts shall be executed and delivered by the contractor within ten (10) days after the receipt by the contractor of notice accepting his bid by the Board.

The Board of Education will only accept performance bonds from surety companies that are licensed and qualified to do business in the State of New Jersey.

#### **5.10. BID PRICE GUARANTEE – Ninety (90) Days from Award of Contract**

When the Board of Education requests bid prices for supplies, materials and equipment, the contractor(s) shall agree to guarantee the bid price(s) for a period of ninety (90) days from the date of the award of contract. Contractor(s) may extend the bid price guarantee through written permission to the Board of Education.

#### **5.11. BID PRICES**

In the event of discrepancy between the unit price and the extension, the unit price will govern. The Board assumes no responsibility to recalculate totals if award is made on the basis of totals.

### 5.12. BID PROPOSAL FORM

All bids are to be written in by typewriter or ink in a legible manner on the official Bid Proposal Form. Any bid price showing any erasure or alteration must be initialed by the bidder in ink, at the right margin next to the altered entry. Failure to initial any erasure or alteration may be cause to disqualify that particular bid entry. If the disqualified entry is a required one, the entire bid may be subject to rejection. Bidders are urged fill out and complete all entries with care.

The Bid Proposal Form must be duly signed by the authorized representative of the company in the appropriate space, at the end of the Bid Proposal Form. ***Failure to sign the Bid Proposal Form may be cause to disqualify the entire bid.*** If the Bid Proposal Form contains more than one sheet, then bidders are requested to affix the company name and address on each intervening sheet between the front sheet and the signature sheet which already bear the company information.

The Board of Education will not consider any bid on which there is any alteration to, or departure from, the bid specifications. Bidders are not to make any changes on the Bid Proposal Form, or qualify their bid with conditions differing from those defined in the bid specification documents. If bidders do make changes on the Bid Proposal Form, except as noted above for initialed clerical mistakes, it shall be cause to disqualify that particular bid as non-responsive N.J.S.A. 18A:18A-2(y).

Bidders are to submit one bid price per item. The Board will not accept multiple bids on an individual basis, nor will the Board accept a “bottom line” or “all or none” bid subject to the bidder receiving the entire contract.

### 5.13. BIDDER COMMENT SHEET

This form is for the bidder’s use in offering voluntary alternates, or other comments intended to afford the Board information or opportunities to improve the quality of the project, without invalidating the bid proposal. It may not be used to take exception to specific conditions of the project defined in the contract documents which the bidder does not like. The bid provided must be based upon the plans and specifications, and all contract conditions, as stated. If these documents or conditions contain some untenable item, or extremely expensive provision, for example, to which the bidder wishes to raise an objection, this must be done at the pre-bid meeting, or in writing to the Architect or School Business Administrator/Board Secretary through the question process outlined in the Instructions to Bidders.

### 5.14. BIDDER’S RESPONSIBILITY FOR BID SUBMITTAL

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

### 5.15. BRAND NAME OR EQUIVALENT

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



- A. On the Bid Proposal Form, write in ink next to the item requested, the bidder's substitute item, including brand name, model number and full description of item. This is the only change to the Bid Proposal Form the Board will accept.
- B. Provide a sample of the substitute item if requested. The sample item must be provided before or at the time of the bid opening. With the sample item shall be a paper, brochure or illustrative literature outlining the brand/manufacturer name, model number and full description of item.
- C. If a sample is not required the Board requests a brochure, pamphlet, or illustrative literature that outlines the specifications of the item including manufacturer's name, model number, etc.
- D. **Failure to provide a sample item or literature about substitute bids when requested may be cause for disqualification of that item from the bid.**
- E. It is the responsibility of the bidder to demonstrate equivalency of items offered.

*Please note:* Bidders are to only bid brand name or equivalent. The Board will not accept multiple bids on individual items.

#### **5.16. BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)**

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

##### **Request of the Board of Education**

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

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

##### *Subcontractors*

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

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

During the course of contract performance:

- (1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.

(3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at

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

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

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

**Samples of New Jersey Business Registration Certificates**

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

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

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT  
TRADE NAME: CLIENT REGISTRATION  
TAXPAYER IDENTIFICATION#: 970-097-382/500  
SEQUENCE NUMBER: 010730  
ADDRESS: 847 ROEBLING AVE  
TRENTON NJ 08611  
ISSUANCE DATE: 07/14/04  
EFFECTIVE DATE: 01/01/01  
FORM BRC(06-01)

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

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT  
Trade Name:  
Address: 847 ROEBLING AVE  
TRENTON, NJ 08611  
Certificate Number: 1093907  
Date of Issuance: October 14, 2004

For Office Use Only:  
20041014112823533



### 5.17. CHALLENGES TO BID SPECIFICATIONS

Any prospective bidder who wishes to challenge a bid specification shall file such challenge in writing with the School Business Administrator/Board Secretary no less than three (3) business days prior to the opening of bids. Challenges filed after that time shall be considered void and having no impact on the Board of Education or the award of a contract.

### 5.18. COMPLIANCE WITH ALL LAWS -- Where applicable

Special attention is called to requirements for Public Liability and Property Damage Insurance, Workmen's Compensation Insurance, Social Security Act, Labor, Employment, Unemployment, Wages, Hours, Discrimination in Employment and Assignment of Contract.

The provisions of the New Jersey School Law shall bind all parties and interests to the Contract. Contractor shall comply with all Federal and State Laws, and all rules and regulations of health, public or other authorities controlling or limiting the methods, materials to be used or actions of those employed in work of this kind.

Any labor or material in addition to that described in the specifications and which is necessary to comply with these laws, rules, ordinances or regulations shall be provided by the Contractor.

Contractor shall keep himself informed of all existing and future State and Federal Laws in any manner affecting those engaged or employed in the work, and shall protect and indemnify the Owner, its officers, members and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation order or defects.

### 5.19. CONTRACTOR/VENDOR REQUIREMENTS—ACCESS AND MAINTENANCE OF RECORDS

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

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

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

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

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

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

**Board of Education Requirement**

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

**5.20. CONTRACTS****A. Award of Contract, Rejection of Bid(s)**

The contract shall be awarded, if at all, to the lowest responsible bidder as determined by the Board of Education. The Board of Education reserves the right to reject any or all bids pursuant to N.J.S.A. 18A:18A-2(s), (t), (x), (y), 18A:18A-4(a), 18A:18A-22, and to waive any informalities and to take such alternates that the Board feels are in the best interests of the Board. The Board may at its option accept the lowest bid on each item and split awards among the various bidders who submit the lowest responsible bids. Pursuant to N.J.S.A. 18A:18A-36 the Board of Education shall award the contract or reject all bids within sixty (60) days, noting the exception highlighted in the law.

**B. Equal Prices**

Pursuant to N.J.S.A. 18A:18A-37(d) when two or more bidders submit equal prices and the prices are the lowest responsible bids, the Board may award the contract to the vendor whose response, in the discretion of the Board, is the most advantageous, price and other factors considered.

**C. Return of Contracts and Related Contract Documents--When required**

Upon notification of award of contract by the Board of Education, the contractor shall sign and execute a formal contract agreement between the Board of Education and the contractor, when required.

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

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

Failure to execute the contract and return said contract and related documents within the prescribed time may be cause for a delay in payment for services rendered or products received or the annulment of award by the Board of Education with the bid security becoming property of the

Board of Education. The Board of Education reserves the right to accept the bid of the next lowest responsible bidder, in such a case.

D. Renewal of Contract; Services

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

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

E. Term of Contract

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

F. Purchase Order Required; Notice to Proceed

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

## 5.21. DEBARMENT, SUSPENSION, OR DISQUALIFICATION

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

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

## 5.22. DELIVERY

FOB Destination, Freight Prepaid - The contractor, to whom the contract is awarded, retains title and control of goods and selects the carrier and is responsible for the risk of transportation; title passes to the Board of Education upon delivery and ownership by the Board; the successful bidder pays and bears the costs of all freight and delivery charges listed below. The Board of Education recognizes two (2) types of delivery:

A. Inside Delivery

Items are to be delivered to a Board of Education location and taken off the truck by transportation carrier personnel and brought to a designated area inside the school or office building.

**B. Spotted Delivery**

Items are to be delivered to a Board of Education location and taken off the truck by transportation carrier personnel and brought to a designated area inside the school or office building. Transportation carrier personnel are responsible to then uncrate, setup, assemble items to determine good working order and remove all debris to the satisfaction of the Board of Education.

Contractors are cautioned to provide adequate personnel to deliver goods as none will be provided by the Board of Education. If a specialized person is needed to setup, assemble or erect item, such assembly shall be completed within five (5) school days of the actual delivery date. Failure to assemble, setup, or erect items within the stated time may result in a \$100.00 per day assessment against the bidder for each day items are not assembled, setup or erected.

The Board of Education will not be responsible for any extra delivery costs. All bid prices for materials, goods and supplies are to include all shipping, freight, delivery and handling costs. Specific delivery instructions are provided in the General Specifications.

*Please note!* All packages, boxes, cartons etc., when delivered, must be plainly marked on the outside as to contents, and the Board of Education's purchase order number must be clearly printed on the packages, boxes, cartons, etc.

**Delivery Guarantee**

The contractor agrees to deliver the item(s) so listed in the bid specifications within the prescribed number of days also outlined in the bid specifications. Failure to deliver the designated items within the prescribed period of time shall cause the Board of Education to deduct penalties as per the schedule listed in the general specifications.

The contractor shall deliver items to the schools Monday through Friday 9:00 a.m. through 12:00.NOON.

Vendors are to secure written permission from the Director of Facilities at 973-470-5980 to deliver items during times other than previously mentioned.

**5.23. DOCUMENTS, MISSING/ILLEGIBLE**

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

**5.24. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK**

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

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

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

### 5.25. ESTIMATED QUANTITIES

It is the intention of the Board of Education to order the quantities of items listed on the Bid Proposal Form. Bidders are notified that the aforementioned quantities are estimated quantities that the Board intends to purchase and are not to be relied upon as the actual quantity to be purchased. There may be some deviation to the number of items actually ordered because of budgeting and financial constraints of the school district.

### 5.26. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

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

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

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

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

### 5.28. FORCE MAJEURE

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

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

### 5.29. INSURANCE AND INDEMNIFICATION

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

#### Commercial General Liability

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

#### Insurance Limits Continued

Excess Umbrella Liability \$4,000,000

Sexual Harassment \$1,000,000

#### Comprehensive Automobile Liability Insurance

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

#### **Insurance Certificate – When Required**

- A. The contractor must present to the Board of Education an insurance certificate in the above types and amounts before any work or service begins.
- B. Automobile liability insurance shall be included to cover any vehicle used by the insured.

C. The certificate holder shall be as follows:

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

D. Additional Insured Claim -- The contractor shall include the following clause on the insurance certificate.

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

### OTHER INSURANCES

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

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

### **(B) Indemnification**

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

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

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

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

### **5.30. INTERPRETATIONS AND ADDENDA**

Bidders are expected to examine the IFB with care and observe all their requirements. All questions about the meaning or intent of this IFB, all interpretations and clarifications considered necessary by the District's representative in response to such comments and questions will be issued by Addenda emailed to vendors who are following the project by clicking "Follow" on Public Project Page at



<https://procurement.opengov.com/portal/passaicschools/projects/272791>. Only comments and questions responded to by formally issued Addenda will be binding. Oral interpretations, statements, or clarifications will be without legal effect.

No interpretation of the meaning of the specifications will be made to any bidder orally. Every request for such interpretations should be submitted via School District's e-Procurement Portal's Question & Answer feature by 12:00 pm on Wednesday, July 8, 2026. Any and all interpretations and any supplemental instructions will be distributed in the form of addenda to the specifications. The addenda will be provided in accordance with N.J.S.A. 18A:18A-21(c) to the respondents by School District's e-Procurement Portal no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids. All addenda so issued shall become part of the contract document.

### **5.31. IRAN DISCLOSURE OF INVESTMENT ACTIVITIES FORM N.J.S.A. 18A:18A-49.4**

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

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

If the Board determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran under section 4 of P.L.2012, c.25 (C.52:32-58), the board shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59).

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

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

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



### 5.32. LIABILITY – COPYRIGHT

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

### 5.33. LIQUIDATED DAMAGES

Liquidated damages shall be assessed against the contractor in the amount as listed in the General Specifications, and Contract should the contract/work/service not be completed in accordance with the plans and specifications.

### 5.34. NON COLLUSION AFFIDAVIT

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

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

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

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

### 5.35. OPENING OF BIDS

Sealed bids shall be opened publicly by the Purchasing Agent, or Designee, on 11:00 a.m. on Wednesday, July 15, 2026.

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

### 5.36. PAYMENTS

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

- Signed voucher by vendor;

- Packing Slips; and
- Invoices.

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

#### Invoices

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

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

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

### 5.37. POLITICAL CONTRIBUTIONS DISCLOSURE – PAY TO PLAY

#### Annual Disclosure

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

#### Chapter 271 Political Contribution Disclosure Form

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c.

271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

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

The disclosure must list reportable contributions to any of the committees that exceed \$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.

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

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

### 5.38. POLITICAL CONTRIBUTIONS/AWARD OF CONTRACTS

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

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

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

- **Chapter 271 Political Contribution Disclosure Form** – Required -- N.J.A.C. 6A:23A-6.3 (a) (4)  
All business entities shall submit with their bid/proposal package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the Board to determine whether the business entity is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a) (2) Award of Contract.

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

### 5.39. PRE-EMPLOYMENT REQUIREMENTS--CONTRACTED SERVICE PROVIDERS

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

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

### 5.40. PRODUCT GUARANTEE; NO SUBSTITUTIONS

The contractor shall guarantee that all goods and materials supplied shall be new, unused and meet the specifications as noted in this bid. The Board of Education will not accept substituted items that deviate from the items listed on the purchase order.

### 5.41. QUALIFICATION OF BIDDERS - Contractor Questionnaire Certification Form

The Board of Education may make such investigations as it seems necessary to determine the ability of the bidder to perform the terms of the contract. The bidder shall complete a Contractor Questionnaire Certification Form and return same with the bid and shall furnish all information to the Board as the Board may require to determine the contractor’s ability to perform the duties and obligations as outlined in these specifications.

### 5.42. RIGHT TO KNOW LAW

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

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

#### 5.43. SAMPLES

From time to time the School Business Administrator/Board Secretary may require the submission of samples either before or at the time of the bid, at no charge to the district, in order to ascertain whether or not a product will be suitable for the purpose for which it is intended. If it is specifically stated elsewhere in the bid documents that samples are required, full-size samples must be submitted not later than the official BID OPENING. Failure to submit said samples may be regarded as a basis for rejecting the bid. Samples may be impounded until satisfactory completion of the contract. Otherwise, all samples must be picked up by the bidder within thirty (30) days of the award of contracts or said samples will be presumed abandoned and the School Business Administrator/Board Secretary will dispose of them as he sees fit.

#### 5.44. RUSSIA OR BELARUS; PROHIBITED ACTIVITIES

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

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

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

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

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

#### 5.46. SUBCONTRACTING; ASSIGNMENT OF CONTRACT

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

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

- Insurance Certificate as outlined in the bid specifications;
- Affirmative Action Evidence as outlined in the bid specifications;
- Written certification that the subcontractor shall adhere to prevailing wages as provided through New Jersey State Law.

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

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

#### 5.47. TAXES

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

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

## 5.48. TERMINATION OF CONTRACT

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

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

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

## 5.49. WITHDRAWAL OF Bids

### Before The Bid Opening

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

### After The Bid Opening

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

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

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



## 6. Technical Specifications

### 6.1. Scope of Service

The following is a list of the requirements of this bid.

- A. The vendor must offer a certified version of the Biology and Chemistry OpenSciEd curriculum and it must be available on a digital management platform.
- B. The certified kits must have been evaluated by OpenSciEd to ensure integrity to the instructional principles and design specifications.
- C. All the materials and equipment must be able to be purchased from the vendor for all 5 Open SciEd units for Biology and Chemistry
- D. The digital platform must be available in multiple languages, English and Spanish are a must.
- E. The digital platform must be able to be integrated with CLEVER.
- F. Teacher access for teachers and students
- G. Administrator access for reporting purposes for 10 administrators.
- H. Teacher guides must be provided.
- I. Student notebooks must be available for purchase in English and Spanish
- J. Deliveries must be made no later than August 15th.
- K. Materials will be delivered to 5 different high schools building. PHS 21 (255 Madison Street in Passaic, NJ) , PHS 8 Annex (100 4th Street in Passaic, NJ,) PHS 9 Annex (140 1st Street in Passaic, NJ), Passaic Academy for Science and Engineering (291 Lafayette Avenue in Passaic, NJ) and Passaic Preparatory Academy (252 Boulevard in Passaic , NJ)
- L. Delivery charges must be included in the quoted price of each line item.
- M. Contract will be awarded in its totality.
- N. Disclaimer ( We are currently purchasing products from Activate Learning for this service)

### 6.2. Qualifications of Respondents

*The vendor must be certified as a distributor of the Open SciEd Biology, Chemistry and Physics curriculum.*

The vendor must have the capacity to provide comprehensive PD on both the platform and the Open SciEd curriculum.

The vendor must have the curriculum available on a digital platform that in English and Spanish with integration with CLEVER.

### 6.3. Contract Period

*Contract Period is from July 1, 2026- June 30, 2027*



#### 6.4. Coordination of Activities

**Rosemary Cortez**

**6-12 Supervisor of Science**

**663 Main Avenue**

**Passaic, NJ 07055**

**973-470-5500 ext 5187**

**Email: [Rcortez@passaicschools.org](mailto:Rcortez@passaicschools.org)**

#### 6.5. Fee Schedule – Payment

*Payments will be made upon receipt of the goods or services.*

## 7. Pricing Proposal

**TABLE 1: LICENSES**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	IDE Roster Fee - 1 Year (per campus)	45	units		
2	IDE Teacher Fee - 1 Year (per teacher) Biology	15	units		
3	OpenSciEd HS IDE - Teacher with 5 Units - 1 Year Biology	15	units		
4	OpenSciEd HS IDE - Student with 5 Units - 1 Year Biology	950	units		
5	IDE Teacher Fee - 1 Year (per teacher) Chemistry	14	units		
6	OpenSciEd HS IDE - Teacher with 5 Units - 1 Year Chemistry	14	units		
7	OpenSciEd HS IDE - Student with 5 Units - 1 Year Chemistry	850	units		
8	IDE Teacher Fee - 1 Year (per teacher) Physics	6	units		
9	OpenSciEd HS IDE - Teacher with 5 Units - 1 Year Physics	6	units		
10	OpenSciEd HS IDE - Student with 5 Units - 1 Year Physics	375	units		
11	Administrator Access for data purposes	20	units		
<b>TOTAL</b>					

**TABLE 2 BIOLOGY NOTEBOOKS AND MATERIALS**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
12	B.1 Refill Kit	10	units		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
13	B.1 Teacher Edition	6	units		
14	B.1- Student Notebook	950	units		
15	B.2 Refill Kit Kit	10	units		
16	B.2 Teacher Edition	6	units		
17	B.2- Student Notebook	950	units		
18	B.3 Refill Kit	10	units		
19	B.3 Teacher Edition	6	units		
20	B.3- Student Notebook	950	units		
21	B.4 Refill Kit	10	units		
22	B.4 Teacher Edition	6	units		
23	B.4- Student Notebook	950	units		
24	B.5 Refill Kit	10	units		
25	B.5 Teacher Edition	6	units		
26	B.5- Student Notebook	950	units		
<b>TOTAL</b>					

**TABLE 3: CHEMISTRY NOTEBOOKS AND MATERIALS**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
27	Chemistry- Teacher Multi Unit Kit	1	units		
28	Chemistry- Student Group Multi Unit Kit	1	units		
29	C.1- Teacher Kit	1	units		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
30	C.1- Student Group Kit	6	units		
31	C.1- Refill Kit	9	units		
32	C.1 Teacher Edition	11	units		
33	C.1- Student Notebook	850	units		
34	C.2- Teacher Kit	1	units		
35	C.2- Student Group Kit	6	units		
36	C.2- Refill Kit	9	units		
37	C.2 Teacher Edition	11	units		
38	C.2- Student Notebook	850	units		
39	C.3- Teacher Kit	1	units		
40	C.3- Student Group Kit	6	units		
41	C.3- Refill Kit	9	units		
42	C.3 Teacher Edition	11	units		
43	C.3- Student Notebook	850	units		
44	C.4- Teacher Kit	1	units		
45	C.4- Student Group Kit	6	units		
46	C.4- Refill Kit	9	units		
47	C.4 Teacher Edition	11	units		
48	C.4- Student Notebook	850	units		
49	C.5- Teacher Kit	1	units		
50	C.5- Student Group Kit	6	units		
51	C.5- Refill Kit	9	units		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
52	C.5 Teacher Edition	11	units		
53	C.5- Student Notebook	850	units		
<b>TOTAL</b>					

**TABLE 4: PHYSICS NOTEBOOKS AND MATERIALS**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
54	Teacher Multi Unit Kit- Physics	6	units		
55	Student Group Multi Kit- Physics	36	units		
56	P.1 Teacher Kit	6	units		
57	P.1 Student Group Kit	36	units		
58	P.1 Teacher Edition	9	units		
59	P.1 Student Notebook	375	units		
60	P.2 Teacher Kit	6	units		
61	P.2 Student Group Kit	36	units		
62	P.2 Teacher Edition	9	units		
63	P.2 Student Notebook	375	units		
64	P.3 Classroom Kit	6	units		
65	P.3 Teacher Edition	9	units		
66	P.3 Student Notebook	375	units		
67	P.4 Teacher Kit	6	units		
68	P.4 Student Group Kit	36	units		
69	P.4 Teacher Edition	9	units		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
70	P.4 Student Notebook	375	units		
71	P.5 Teacher Kit	6	units		
72	P.5 Student Group Kit	36	units		
73	P.5 Teacher Edition	9	units		
74	P.5 Student Notebook	375	units		
75	P.6 Teacher Kit	6	units		
76	P.6 Teacher Edition	9	units		
77	P.6 Student Notebook	375	units		
<b>TOTAL</b>					

**TABLE 5 PROFESSIONAL DEVELOPMENT**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
78	Full Day of In Person Professional Development for Teachers	2	units		
79	2 Hour Virtual PD for Administrators	1	units		
<b>TOTAL</b>					

**TABLE 6 TOTAL COST OF ALL ITEMS ON THE BID**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
80	Total cost for line items 1-79	1	units		
<b>TOTAL</b>					

## 8. Vendor Questionnaire

### 8.1. Bid Proposal Form\*

Please download the below documents, complete, and upload.

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

- [Proposal Form Bid 10-27.pdf](#)

\*Response required

### 8.2. What Type of Bid Guarantee is being Submitted?\*

- ☐ Scanned copy of Fully Executed Bid Bond
- ☐ Scanned copy of Cashier's or Certified Check

\*Response required

### 8.3. Bid Guarantee Upload\*

Upload a scanned copy of your fully executed bid bond here if Contractor is submitting a bid bond. If securing the bid by a certified or cashier's check, upload a scanned copy of the completed check. Original check must also be mailed in and received prior to the opening of the bid to the following address:

Purchasing Department  
Passaic Board of Education  
663 Main Avenue  
Passaic, NJ 07055

\*Response required

### 8.4. Affirmative Action Questionnaire \*

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

Please download the below documents, complete, and upload.

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

\*Response required

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

\*Response required

### 8.6. Political Contribution Disclosure Form\*

Please download the below documents, complete, and upload.

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

\*Response required

### 8.7. Assurance of Compliance\*

Please download the below documents, complete, and upload.

- [ASSURANCE OF COMPLIANCE.docx](#)

\*Response required

### 8.8. Contractor/Vendor Questionnaire & Certification\*

Please download the below documents, complete, and upload.

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

\*Response required

### 8.9. Disclosure of Investment Activities in Iran Form\*

Please download the below documents, complete, and upload.

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

\*Response required

### 8.10. NON-COLLUSION AFFIDAVIT\*

Please download the below documents, complete, and upload.

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

\*Response required

### 8.11. Certificate of Non-Involvement in Prohibited Activities in Russia or Belarus\*

Please download the below documents, complete, and upload.

- [Certificate of Non-Involvem...](#)

\*Response required

### 8.12. Bidder's Comment Form

Please download the below documents, complete, and upload.

- [RESPONDENT'S COMMENT FORM.docx](#)

### 8.13. Statement of Ownership Disclosure\*

Please download the below documents, complete, and upload.

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

\*Response required

### 8.14. New Jersey Business Registration Certificates\*

\*Response required

### 8.15. W-9 Form\*

\*Response required



#Bid 10-27

Title: Comprehensive Biology, Chemistry & Physics Curriculum

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