**FAIRVIEW BOARD OF EDUCATION**

**130 HAMILTON AVENUE**

# FAIRVIEW, N.J. 07022

**SEALED BIDS**

**COMPUTER NETWORK MAINTENANCE AND REPAIR**

# BIDS RETURNABLE August 10, 2018

**10:00 A.M.**

**FAIRVIEW BOARD OF EDUCATION**

**Computer Network Maintenance, Repair and Related Services**

**Instruction to Bidders**

## General

 The intent of this specification is to establish minimum requirements upon which solicitation of bids will be accepted for the contract for “Computer Network Maintenance, Repair and Related Services” including parts and supplies as needed.

**NOTICE TO BIDDERS**

The Fairview Board of Education will accept sealed bids for **Computer Network** **Maintenance, Repair and Related Services** until **10:00 A.M. on August 10, 2018** in the office of Mr. John M Bussanich, Board Secretary/Business Administrator, Fairview Board of Education Office, 130 Hamilton Avenue, Fairview New Jersey 07022. Copies of the bid package may be obtained at the Office of the Board Secretary/Business Administrator 130 Hamilton Avenue, Fairview, NJ 07022, Monday through Friday (excluding holidays) between the hours of 9:00am to 2:00pm.

Bids must be submitted on the proposal form contained in the bid package in the manner designated therein and required by the specifications. Bids must be enclosed in a sealed envelope bearing the name of the bidder o the outside and be clearly marked as a sealed bid for “Computer Network Maintenance, Repair and Related Services”. Bids must be addressed to Mr. John M Bussanich, Board Secretary/Business Administrator, Fairview Board of Education, 130 Hamilton Avenue, Fairview N.J. 07022. Sealed bids must be delivered to the Board of Education Office on or before the time and date specified. The Fairview Board of Education assumes no responsibility for bids mailed incorrectly or misdirected in delivery. Any bidder who mails his bid accepts responsibility for any delay in delivery, including but not limited to delivery to the wrong address.

 At the time of the opening to the bids, each bidder will be presumed to have examined and to be thoroughly familiar with the specifications. The failure of any bidder to receive and/or examine the instruction documents or specifications, the work to be performed and materials to be furnished, shall in no way relieve such bidder from his obligation in respect to the bid. No consideration will be given for any misunderstanding as to the work, cost, and materials required, it being mutually understood that the tender of the bid carries with it agreement to this and other obligations set forth in the specifications and requirements.

 No bidder may withdraw his bid for a period of Sixty (60) days after the date set for the opening of bids. Bidders must comply with the requirements of the Mandatory Equal Employment

## Deposit

Each bid must be accompanied by a certified check, bid bond issued by a surety company licensed to do business in the State of new Jersey, or cash in the amount of 10% of the bid, not to exceed $20,000.00. (During the past year the district did approximately $24,800 in computer network maintenance and repair).

Deposits shall be deemed a guarantee that if the bidder is awarded the bid, he will enter into a contract with the Fairview Board of Education within 30 days of being notified of the award.

All bidders are required to submit with the bid proposal, an ownership disclosure statement setting forth the names and addresses of all persons and or entities owning a 10% or greater share of their company

## REQUIREMENTS FOR BIDDERS

All bidders are required to meet the following requirements.

Qualify personnel to support the school district’s wide area network infrastructure.

1. The ability to provide on site technical services during normal school hours and also on an as-needed basis during evening and weekend hours.
2. A minimum of five years of experience in the area of wireless computer network maintenance & repair, knowledge of Meru wireless product is required.
3. The ability to support the school district’s Extreme Core switches.
4. Ability to Support Spectrum/TWC Campus Network and ability to support school district’s Metro Private eLAN infrastructure
5. Ability to support and maintain Verizon VoIP PBX & IPOffice administration
6. Ability to support and maintain Cisco Virtual Private Network (VPN)
7. Have a complete knowledge of internet servers including email services, hosting and webpage development.
8. Ability to Support and Maintain SonicWALL Internet Firewall
9. Support & Assist in Cyber Security & Website Content Filtering Management
10. Wireless Network Infrastructure
11. Ability to support Konica/Minolta AIO Network Printers & User Management
12. The ability to provide and maintain an Online Backup solution
13. The ability to provide assistance in selecting compatible software for use in the school district
14. The capabilities to provide replacement parts and labor for the repair or refurbishing of servers, computer workstations, laptops and peripheral devices.

## Interpretation and Addenda

 Any perspective bidder who wishes to challenge or seek interpretation of the meaning of the specifications shall file such challenges or interpretations in writing to Mr. John M Bussanich, Board Secretary/Business Administrator, Fairview Board of Education Office, 130 Hamilton Avenue, Fairview, New Jersey 07022, no less than three days prior to the opening of bids. Challenges filed after that time shall be considered void and have no impact on the Board of Education or the award of the contract (N.J.S. 18A:18A-15)

Any and all such interpretations and any supplemental instructions will be in the form of a written addenda to the specifications, which if issued, will be forwarded to the prospective bidders in one of the following ways (a) in writing by certified or electronic mail, (b) by certified facsimile transmission, meaning that the senders facsimile machine produces a receipt showing the date and time of transmission and that the transmission was successful or (c) by a delivery service that provides certification of delivery to the sender (N.J.S.18A-18A-21). Failure of any bidder to receive any obligation or interpretation shall not relieve any bidder from any obligation under this bid submitted. All addenda so issued shall become part of the contract document.

 The Board of Education reserves the right to reject all bids pursuant to N.J.S. 18A:18A-22. Bidders are required to comply with the requirements of the Public School Contracts Law N.J.S. 18A:18A-1 et seq. , P.L. 1975, c127 (N.J.A.C. 17.27) and N.J.S.A 10:5-31 et seq.

## Statutory and Other Requirements

### **Mandatory Affirmative Action Requirements**

 No firm may be issued a contract unless it complies with the Affirmative Action Regulations of N.J.S.A. 10:5-31 et seq. (PL 1975,c127). All successful vendors must submit, within seven days after the receipt of the notice of intent to award a contract or the receipt of the contract one of the following:

1. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or
2. A photo copy of an approved Certificate of Employee Information Report, or
3. If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

### **Stockholder Disclosure**

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the name and addresses of all stock holders in the corporation or partnership who own ten percent of more of its stock of any class, or of all individuals partners in the partnership who own a ten percent or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.

### **Non-Collusion Affidavit**

 The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the bid proposal.

### **Prevailing Wage Act**

 Pursuant to N.J.S.A. 34:11-56.25 et seq. successful bidders on projects of public work shall adhere to all the requirements of the New Jersey Prevailing Wage Act. If applicable the contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of wages. The contractor is also responsible for obtaining and submitting all subcontractors certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1©. It will be the contractor’s responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, N.J. 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

## Qualification of the Service Company

 The service company shall be an insured, licensed, qualified company in the State of New Jersey to perform this service in institutional facilities and shall conform to all Federal, State and Local codes as prescribed and shall have the capability of 24 hour a day 365 days a year service. Any bidder shall upon request provide to the Board of Education a list of at least five (5) sites where they have completed similar work.

## New Jersey Department of Labor Contractor Certification

 All bidders are required to submit with their bid a copy of a current State of New Jersey, Department of Labor Contractor Registration Certificate.

## New Jersey Division of Revenue Business Registration Certificate

All bidders are required to submit with their bid a copy of a current State of New Jersey Business Registration Certificate

## Certificate of Insurance and Indemnification

 The bidder shall submit as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Workers Compensation and Employer’s Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the owner as an additional insured.

 The successful bidder will indemnify and hold harmless the owner from all claims, suits or actions and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from negligent acts or omissions on the part of the bidder, the bidder’s agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement.

The insurance amounts are to be as follows:

1. **Workers Compensation Insurance** in accordance with the laws of the State of New Jersey which shall be sufficient to secure the benefits of the New Jersey Workers Compensation Law for all employees of the contractor and of all sub contractors together with the employer’s Liability insurance in the amount of $500,000.00.
2. **Comprehensive Public Liability and Property Damage** including contractors protective and contractual liability and completed operations, designating the Board, the members thereof and their successors, all officers, agents and servants of the Board as additional insured.

The minimum amounts of insurance shall be as follows:

* + - 1. One person in any one accident, amount Five Hundred Thousand Dollars ($500,000.00)
			2. Two or more persons in any one accident, amount One Million Dollars. ($1,000,000.00)
			3. Property damage in any one accident, amount Five Hundred Thousand Dollars ($500,000.00), with aggregate property damage policy limit of One Million Dollars ($1,000,000.00).
			4. Automobile Liability

Bodily Injury - $500,000.00 each person

 $1,000,000.00 each occurrence

Property Damage - $500,000.00 each occurrence

* + - 1. Independent Contractors – Same as above.

**Indemnification:** The contractor shall indemnify and save harmless the Fairview Board of Education, it’s officers, employees or agents from all suits, actions or claims of any character brought because of any injuries or damage received or sustained by any person, persons or property on account of the operations of or any product supplied by said contractor; or because of any act or account or omission, neglect or misconduct of said contractor, its servants, agents officers or employees.

As a minimum, the contractor shall carry the above kinds and amounts of insurance in addition to any other forms of insurance or bonds required under the terms of these specifications. Before beginning work, the contractor shall file with the Board Secretary a certificate from his insurers, showing the amounts of insurance carried and the risks covered thereby, or a copy of the required insurance policies.

## Termination of Contract

 If through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the owner shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract.

Notwithstanding the contractor shall not be relieved of liability for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.

 The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or good supplied arising out of the lawful termination of the contract by the owner under this provision.

 In the case of default by the successful bidder, the owner may procure the articles or services from other sources and hold the successful bidder responsible for the excess cost

## EMERGENCY AND OTHER RESPONSE TIME

 All bidders must be able to respond to emergency situations within a period of two hours. All other service calls are to be responded to within 24 hours of being notified that service is required. For the purpose of these specifications, “Respond” means the dispatching of a technician, qualified and equipped to repair any technology issues relating to the requirements above.

## EXPERIENCE

The successful bidder is to have a minimum of five years of experience in the maintenance and repair of any technological issues or peripherals relating to the Fairview School district. Bidders must also submit with their bid a list containing at least three references, able to attest to the quality of the successful bidders work.

**TERM OF CONTRACT**

# The term of the contract will be August 30, 2018 through June 30, 2019. The Board, at it’s sole discretion, reserves the right to extend the contract for two (2) additional one-year term.

# FAIRVIEW BOARD OF EDUCATION

#### **PROPOSAL FORM**

Computer Network Maintenance, Repair and Related Services

**BID RETURN DATE August 10, 2018**

**10:00 A.M. PREVAILING TIME**

Special Information

1. Contract period will run from **August 30, 2018 to June 30, 2019.**
2. Contract may be extended each year by the Fairview Board of Education
3. Any exceptions to the contract documents should be clearly specified.

Note: The award of the bid will be based on the Hourly Rate - 8:00 to 4:00 P.M.

Please complete the following:

Hourly Rate - 8:00 A.M. to 4:00 P.M. $\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Monday through Friday\*

\* Overtime rates shall not exceed 1 ½ times the regular hourly rate. Weekend and holiday rates shall not exceed 2 times the regular hourly rate

Parts shall be supplied at a price not to exceed 10% above actual contractor cost.

Company name of bidder\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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