

Gloucester County College

Request for Proposal

VOICE SERVICES

Request for Proposal Available	June 21, 2011
Pre-Proposal Conference	June 27, 2011
Proposal Submission Deadline	July 12, 2011
Anticipated Proposal Award	August 3, 2011

LEGAL NOTICE

Request for Qualification

Notice is hereby given that Gloucester County College is requesting qualifications for **Voice Services**. Copies of the Request for Proposal are available in the Purchasing Office, College Services, Gloucester County College, 1400 Tanyard Road, Sewell, NJ 08080, (856) 415-2202.

Proposals must be submitted to the Purchasing Office, College Services, Gloucester County College, 1400 Tanyard Road, Sewell, NJ 08080. The deadline for receipt of proposals is **11:00 a.m. on July 12, 2011**. Any proposals received after said deadline, whether by mail or otherwise will be returned unopened. No proposals will be accepted after the above referenced date. Proposals must be submitted in sealed envelopes with the name of the RFP clearly marked on the outside of the envelope. Proposals may not be faxed or transmitted over the telephone.

The College assumes no responsibility for delays in any form of carrier, mail or delivery service causing the proposal to be received by the Purchasing Office later than the above referenced scheduled deadline.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. All responsible firms are encouraged to submit proposals. Final selection of firm(s) shall be made by the Gloucester County College Board of Trustees by formal resolution.

The College reserves the right to accept or reject any or all proposals submitted in the best interest of the College. The College further reserves the right to waive any defect or informality in any proposal should it be in the best interest of the College. Proposers are required to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27) and P.L. 77, c. 33.

This Request for Proposals is a fair and open process to obtain competitive proposals from which the College may choose contractors that best meet the College's needs based on the evaluation criteria included within the specifications. The College intends to award any contract for these services pursuant to N.J.S.A. 18A:64A-25.5 and 18A:64A-25.28.

All respondents must comply with P.L. 2001, c.134 & P.L. 2004, c.57 and must submit a copy of the NJ Business Registration Certificate that is issued by the NJ Department of Treasury/Division of revenue with the Request for Proposal. To obtain further information regarding the Certificate, visit the State's web site @ www.state.nj.us/treasury/revenue/busregcert.htm or by calling them at (609) 292-1730.

Any business entity that receives in a calendar year \$50,000 or more in aggregate compensation from contracts with a public entity, must annually file with the Election Law Enforcement Commission (ELEC), a political contribution report by a deadline to be established by ELEC, reporting all contributions made to candidates or candidate committees, for a public office that has ultimate responsibility for the awarding of public contracts. ELEC will post the new disclosure form, filing deadline, and disclosure guidelines on their website: www.elec.state.nj.us.

Dated this: **21st of June, 2011**

Board of Trustees
Gloucester County College
By: Dominick Burzichelli
Vice President, College Operations

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1.0 PURPOSE

Gloucester County College is soliciting competitive proposals for **Voice Services** for the fiscal year ending June 30, 2012. Sealed proposals must be submitted in writing by **4:00 p.m. on July 7, 2011** to the Purchasing Office located in the College Service Building. It is anticipated that the Gloucester County College Board of Trustees will award the contract at their regularly scheduled August meeting.

Any additional information or responses to questions altering or interpreting these specifications will be shared with all firms by an addendum. To ensure adequate time for the College to respond, no requests for additional information will be accepted after **July 3, 2011**.

Gloucester County College will award a one-year contract with an option to extend the contract for a second and third year for Voice Services based on financial integrity, services provided by the firm, experience, and the fees for such service. Firms should certify that the fees included in their bid will be in effect for the duration of the contract.

The anticipated timetable for this request for proposal process is as follows:

- | | |
|----------------------------------|----------------|
| • Request for Proposal available | June 21, 2011 |
| • Pre-Proposal Conference | June 27, 2011 |
| • Proposal submission deadline | July 12, 2011 |
| • Proposal Award Notification | August 3, 2011 |

This document constitutes a Request for Proposal (“RFP”), not an invitation to Bid. In addition to price, responses will be evaluated based upon a combination of price, quality of service, firm qualifications and capability. Multiple firms may be selected for an award listing to provide the opportunity for the College to purchase telecommunications services as needed to support the changing environment and requirements for the College.

2.0 BACKGROUND INFORMATION

Gloucester County College, one of New Jersey’s largest and most comprehensive community colleges, serves more than 20,000 students annually through more than 151 degree and certificate programs, hundreds of non-credit courses and an array of cultural programming. Since its founding in 1967, the College has provided a high-quality education to more than 251,000 credit students while also enriching the professional and personal lives of thousands of additional area residents.

As the sole community college within Gloucester County, the College embraces its role as an educational leader for the community through its programs and services at its Sewell location.

The College is an important educational and economic asset to Gloucester County, from a marketing communications standpoint. Therefore, the College has several important and quite different target audiences.

- High school graduates planning to pursue a four-year degree can take their first two years at Gloucester County College and then transfer to a four-year college or university.
- High school graduates planning a course of study leading to immediate employment in a wide variety of fields such as nursing, diagnostic medicine, nuclear medical technology, and any number of computer-oriented sciences to name a few.
- Young adults who entered the work force directly from high school and now find themselves wanting to change their career path or improve skills to be more promotable.
- Adults of all ages looking to improve job related skills, or simply pursue self-enrichment courses.
- The business community seeking customized workforce development education and training programs that influence employees to enroll on an individual basis for courses to improve job skills.

Gloucester County College is situated in a highly competitive educational marketplace. Located in the Philadelphia metropolitan area, County residents may choose from numerous four-year colleges and universities, other community colleges in Camden, Cumberland, and Salem Counties and a wide variety of private sector for-profit educational/training providers.

3.0 COMPLIANCE WITH LAWS

Gloucester County College is established under authority of the State of New Jersey and is entitled to exemption from State, Federal, and local taxes.

All firm(s) shall comply with all applicable federal, state, and local statutes, rules and regulations as well as ordinances and regulations of the New Jersey Board of Public Utilities. The firm must possess a valid license to offer Telecommunications Services under the jurisdiction of the New Jersey Board of Public Utilities.

4.0 BASIC QUALIFICATIONS

- The contractor must provide proof that they are licensed in accordance with state level regulation.
- The contractor must provide a list of at least three public sector references and three private sector references including contact names and numbers.

5.0 PRE-PROPOSAL CONFERENCE

Monday, June 27, 2011 at 2:00 p.m., in the Faculty-Staff Lounge in the College Center Building.

Prospective firms are urged to attend.

Beyond the terms and conditions expressed herein, no additional discussions regarding this solicitation will be permitted.

6.0 TRANSITION TERM AT EXPIRATION OF AGREEMENT

To facilitate potential transition of services at the expiration of the term of this agreement (or optional renewal periods), the College may wish to extend the term or renewal period on a month-to-month basis for a period of time not to exceed twelve (12) months. This month-to-month renewal period option at the expiration of the agreement shall be offered be the firm under the existing rates, terms, and conditions without penalty.

7.0 TERMINATION LIABILITIES

The College requires that all services expire simultaneously at the end of the Term (or optional renewal periods). Depending on the timing of services purchased by the College, the duration between installation and expiration of this agreement will vary, and some services purchased under this agreement may be in place for a shorter period than the agreement term.

The College desires the ability to manage its use of the services throughout the agreement period without restrictions, and therefore requires that the firm shall not assess early termination penalties for services that are moved, changed, or cancelled, or for services that expire.

The firm may offer additional optional price discounts or reduced rates in exchange for volume or term commitments, which the College may voluntarily select to add on to the agreement. These terms and discounts must be clearly identified as an option in the cost section. Base pricing with no term or volume commitments must be provided.

8.0 TAXES, SURCHARGES, AND 3RD PARTY BILLING

The firm's proposal shall exclude all taxes and surcharges including the New Jersey State Sales Tax, the State of New Jersey E-911 surcharge and the Federal Excise Tax. The College is exempt from these taxes and surcharges. The firm shall agree to immediately credit the college for any and all taxes and surcharges erroneously billed by the firm.

The firm's submission shall also include provisions to protect the College from unauthorized 3rd party billing and slamming. The firm shall provision all services under the agreement with protections against unauthorized switching of the College's local or long distance services. The firm shall also agree to indemnify the College from any and all fees associated with the unauthorized switching of the College's local or long distance services.

9.0 Proposed Format of Response

A formal written proposal, addressing each of the aforementioned areas should be received no later than **4:00 p.m. Tuesday, July 12, 2011** c/o Chris Denney, Gloucester County College, 1400 Tanyard Road, Sewell, NJ 08080. Summer business hours for the College are Monday through Thursday 8:00 am to 4:00 pm with exception of College holidays. The firm assumes responsibility for proposals submitted by mail or commercial delivery service. Deliveries outside of normal summer business hours as indicated above will not be accepted. Faxed or emailed proposals will not be considered. The proposal is to be placed in a sealed envelope within the mailing envelope. The internal envelope is to be clearly labeled "VOICE SERVICES". Proposals not received by the prescribed date and time will be rejected and returned unopened to the bidder.

The written proposal should include:

1. **Firm Name and Address**

- Name of the proposer's firm, local address, telephone number, name of contact person and date of proposal;
- A summary providing an overview of the services being proposed;
- Responses to the information requests in Firm Experience, Capability, Capacity and Qualifications section. It is preferable for the Response to contain the actual text of the RFP followed by the firm's response to that paragraph;
- Responses to the information requests in the Technical Requirements section (for services being proposed by the firm). It is preferable for the Response to contain the actual text of the RFP followed by the firm's response to that paragraph;
- An exceptions listing, by paragraph number of any specification that has not been met;
- Itemized pricing for all services and equipment offered, as specified in the Cost section of the RFP;
- Acknowledgement and acceptance of the restriction on minimum commitments and termination liabilities as described in the RFP; and
- Additional information such as marketing and sales material is welcome, but is in no way a substitute for the information requested above.

Expenses for developing and presenting this proposal shall be the entire responsibility of the firm and shall not be chargeable to Gloucester County College. All supporting documentation and manuals submitted with this proposal will become the property of Gloucester County College unless otherwise requested by the firm at the time of submissions.

Specify bid amount on the supplied "Form of Proposal", last page of RFP before Appendix, for completion of items as noted in scope of work. This shall be a not-to-exceed price for these services and shall include out-of-pocket expenses.

10.0 **Evaluation and Selection**

In determining the firm best suited to perform the necessary services for the College, experience, capability, capacity, reputation, qualifications and compliance to technical specifications, and cost as well as other factors will be considered. Valid pricing consists of firm inclusive, complete costs for the proposed services. Incomplete pricing information (e.g., failure to note any installation costs, taxes, charges, surcharges, EUCL, fees, etc., whether local, State or Federal in nature) may result in the proposal being excluded from consideration.

The College will evaluate and score all proposals, using the following criteria:

- Firm experience, capability, capacity, and qualifications;
- Compliance to technical specifications;
- Other factors;
- Cost.

11.0 Firm Experience, Capability, Capacity, and Qualifications

Please respond to the following information requests. The results will be used to evaluate the Firm's score for Experience, Capability, Capacity and Qualifications.

11.1 Corporate Overview

Provide a brief corporate overview

11.2 Customer Support Team

Identify key sales, engineering, and technical support contacts who would be assigned to support the College for the services proposed under this RFP.

11.3 Corporate Employees

Describe the number of employees that the Firm currently employs nationally and detail any recent (within three months) fluctuations in staffing (increase or decrease) as a result of business climate.

11.4 Local Employees/Job Functions

Describe the number of employees, grouped by job function, that the Firm currently employs in the South Jersey area.

11.5 Local Installation/Repair Technicians

Of these South Jersey area employees, how many are certified installation/repair technicians for the services being proposed?

11.6 Certification and Training

The College requires the Firm possess, at a minimum, a valid certification from the New Jersey Board of Public Utilities to operate in the State of New Jersey. The Firm must be a facilities' based voice and data provider.

11.7 Support Capability, Capacity and Procedures

How does the College summon repair service for the services being proposed? Provide telephone numbers, identify parties responsible for responding, and describe response time and escalation procedures, both for service during business hours and for emergency service on weekends, holidays or during non-standard working hours.

11.8 Billing, Account Management, Reporting

Provide an overview of the billing, account management, and reporting capabilities, features and tools you provide, including electronic and web-based access to billing records, customer service records and reports. Providers are encouraged to propose a biannual review of the Colleges' accounts to increase billing accuracy. All Firms are required to provide a copy of a sample bill that must include all surcharges that will be billed to the College (hard copy, electronic copy, and/or link to an online version).

11.9 References

Provide a list of at least three public-sector and three-private sector references, including contact names and numbers.

11.10 Corporate Financials

Submit the most current audited financial report for the Firm (or the Firm's parent company). A link to the electronic version is preferred if available.

11.11 Additional Documentation

Any other documentation that the Firm wishes to have considered may be attached to the RFP response.

12.0 Overview and Background

Current Environment

The College currently receives voice services at the main campus via 4 PRI with 18 blocks of DID numbers (360 total). The College also has 79 POTS lines at the main campus that are used for various purposes including voice, faxing and alarm lines. The College maintains 4 Toll Free phone numbers.

The College requires additional voice services at two remote locations as follows:

- GCC – College Services, 6 Blackwood Barnsboro Road, Sewell, NJ 08080 – 4 POTS
- GCC – BIT Center, 1492 Tanyard Road, Sewell, NJ 08080 – 11 POTS lines

13.0 Technical Requirements

Categories of Service

The system requirements for the items and services requested within this RFP are divided into 2 major categories, each containing one or more individual components. The responses to the requirements for each major category will be used to evaluate the Firm's Compliance to Technical Specifications score.

- Voice – PRI & POTS (analog lines)
- Usage Rates for local and long distance

13.1 Analog Lines – Measured Business Service

Firms must respond to the following requirements and information requirements for analog lines – Measured Business Service (POTS service).

- Standard feature listing: Provide a listing of the standard feature set included with analog lines – measured business service and note any usage that is included.
- Optional feature listing: Provide a listing of available, optional features available for analog lines – measure business service and pricing.
- Installation period: Describe the typical installation period for a new individual analog line – measured business service.

- Selective blocking of unwanted services: Identify your capability to selectively block calls to specified services (900/800 & 411) on individual or groups of circuits at the request of College.
- Protection of College account: Identify your capability to prevent unauthorized 3rd party billing and the unauthorized switching (slamming) of the College's local or long distance services.
- Usage rates: See below.
- Service Level Agreement: Provide a copy of the Applicable Service Level Agreement (SLA) or comparable document for proposed analog service (a valid link to an online copy would satisfy this requirement).

13.2 PRI

Service locations: Specify the central offices that will be utilized to provide the PRI services to the Main Campus

- PRI standard feature sets/requirements: Provide a listing of the standard (and optional at no additional charge) feature sets and system configuration/ requirements for your PRI service.
- Additional features: Provide a listing of additional features available with your PRI services (include pricing in the Cost section).
- Porting of existing POTS/Trunk numbers: The Firm should state the ability to port existing telephone numbers on the College's existing POTS & Trunks to your PRI service. Include details regarding the Firm's number porting process as part of the PRI installation/cutover process, including any restrictions on numbers porting. If the College elects to install PRI circuits at one or more locations to migrate existing POTS/Trunks, the Firm must provide the ability to port existing numbers over to their PRI service as DIDs.
- Installation period: Describe the typical installation period for a new PRI circuit.
- Selective blocking of unwanted services: Identify your capability to selectively block calls to specified services (900/800 & 411) on individual or groups of circuits at the request of the College.
- E911 Requirements: Specify how your PRI/T-1 service supports E911 requirements, including responsibility for updating E911 databases to reflect location of Customer calling locations.
- Usage rates: See below.
- Service Level Agreement: Provide a copy of the Applicable Service Level Agreement (SLA) or comparable document for proposed analog service (a valid link to an online copy would satisfy this requirement).
- Reliability/Failover capability: Detail what standard and optional services you can provide to help maintain business continuity for PRI services. This should include a description of manual or automatic processes available for redirecting incoming calls in the event of a PRI outage or overflow situation. Describe these capabilities with respect to redirecting incoming calls to any/all of the following:
 - Another PRI provided by the Firm;
 - An alternative service (such as POTS or PBX Trunk group) provided by the Firm;
 - A circuit from another provider.

13.3 Usage Rates

For the services proposed for POTS and PRIs, the Firm must provide corresponding usage rates in the Cost section and respond to the following requirements and information requests:

- Dedicated vs. Switched rates: In the cost section, include any rate differences for the proposed services (POTS, PRI).

- Billing increments, per call charges: Provide a description of the billing increments used for usage charges (e.g. whole minutes, tenths of minutes, seconds). Also, specify any per call charges that apply to any requested usage rates.
- Service rates: Provide usage rates in the Cost section for all available services (local, intralata, intrastate, interstate, international, toll free, calling card, etc.).
- Flat rate usage: Provide a description (and corresponding pricing in the Cost section) for any flat rate usage packages you offer.

13.4 Long Distance Services

Customer may elect to purchase Intralata, Intrastate, Interstate and international toll calling services from Firm(s) other than the provider of local circuits. Firms who offer long distance but not local services, or who wish to provide a long distance only offering must respond to the following requirements and information requests:

- Dedicated vs. Switched rates: In the cost section, include any rate differences for the proposed services (POTS, PRI).
- Billing increments, per call charges: Provide a description of the billing increments used for usage charges (e.g. whole minutes, tenths of minutes, seconds). Also, specify any per call charges that apply to any requested usage rates.
- Service rates: Provide usage rates in the Cost section for all available services (local, intralata, intrastate, interstate, international, toll free, calling card, etc.).
- Flat rate usage: Provide a description (and corresponding pricing in the Cost section) for any flat rate usage packages you offer.
- Billing and account management services: Provide a description of how you will facilitate the College's management of long distance services for existing circuits. This should include procedures and tools you offer to simplify the process for the College to transition, add, and delete circuits from the account and ensure proper billing and pricing, manage changes in restrictions to long distance services, etc.

14.0 Cost

In this section, the Firm shall provide complete itemized costs for the items/services being proposed. The Cost section is broken down by the major categories as defined previously under System Requirements. The Firm may provide pricing for additional related services not specifically requested in addition to the services requested in the RFP.

All proposed pricing shall be presented clearly in a table or other easy to read format that includes itemized, complete pricing for the items requested. As stated previously, the Firm must provide base pricing for services that do not require minimum purchase levels, terms or volume commitments. In addition to the base rates, the Firm may offer optional price discounts or reduced rates in exchange for volume or term commitments, which the College may select for individual accounts. These terms and discounts must be clearly identified and specified as optional pricing within this section.

The term of the agreement shall be three years, with two one-year renewals at the option of the College, subject to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation. It is expected that pricing will remain constant or decrease over the life of the agreement. Exceptions should be clearly noted and itemized.

The requested installation costs are expected to reflect fixed pricing for installing a new circuit or service at a location where required facilities exist or are readily available. The College understands

that there may be circumstances where installation costs for the Firm are higher than normal due to the location or type of service requested (e.g. a new fiber build into a remote site). In this case, the installation costs will need to be customized/quoted on a per engagement basis. Describe/delineate what factors or expense levels would trigger a “custom” price for installation.

Note: Pricing for monthly circuit costs must include all associated line charges. Itemize separately current local, state, federal and/or other regulatory fees that would be assessed. For each fee identified, please identify local, state or federal agency that assesses that fee and how often the Firm remits said fee to the appropriate governmental entity.

14.1 Analog Lines – Measured Business Service

Cost proposal for Analog Lines – Measured Business Service lines shall include the following items:

- Installation charge, per analog line.
- Monthly charge, per analog line.
- Usage rates (see section below for details)
- Installation/Monthly charges for additional services offered (e.g., voice mail, caller ID, 3-way calling, etc.)

14.2 PRI/Voice T-1

Cost proposal for PRI circuits shall include the following items:

- Voice T-1 circuit – installation.
- Voice T-1 – monthly charge.
- Installation charge, per PRI.
- Monthly charge, per PRI.
- Caller ID service, setup/monthly charge.
- DID number block, monthly charge (specify block size).
- Usage rates (see section below for details).
- Additional services (specify).

14.3 Usage Rates

Provide pricing for usage for the above proposed services. If rates differ by service (e.g. dedicated vs. switched rates), specify below or include associated usage rates along with the service pricing above. Usage rates should include per minute, per call and any other usage-based pricing for the following services, where applicable.

Estimated monthly usage is as follows:

14.3.1 Main Campus

- Local – 11,025 minutes
- Dedicated Intralata Long Distance – 7,775 minutes
- Dedicated Intrastate Long Distance – 1,110 minutes
- Dedicated Interstate Long Distance – 4,000 minutes

- Switched Intrastate Long Distance – 55 minutes
- Switched Interstate Long Distance – 150 minutes
- Flat Rate or Partial Flat Rate (specify number of included minutes and rate for overage minutes) Local/Long Distance
- International (provide listing of available countries/rates)
- Toll Free – 25 minutes
- Directory Assistance – 25 per month
- Conference calling

14.3.2 BIT Center

- Local – 3,720 minutes
- Switched Intralata Long Distance – 1,125 minutes
- Switched Intrastate Long Distance – 205 minutes
- Switched Interstate Long Distance – 325 minutes

14.3.3 College Services

- Switched Local – 4 minutes
- Switched Intrastate Long Distance – 5 minutes

15.0 Other Information

Questions and information regarding the proposal should be directed to Christina Denney, Purchasing, Gloucester County College, (856)415-2202.

The Board of Trustees reserves the right to waive any or all information, or to reject any or all proposals submitted if deemed to be in the best interest of the College.

16.0 PROCEDURE FOR RESPONDING TO REQUEST FOR PROPOSALS

Submission of Proposal

Vendors interested in providing **Voice Services** to Gloucester County College shall deliver **one original** and **three (3) duplicate copies** of their response to this Request for Proposal (RFP), enclosed in a sealed envelope, box, or package to the following if using UPS or FedEx:

Christina Denney
Purchasing Department, College Services Building
Gloucester County College
6 Blackwood-Barnesboro Road
Sewell, NJ 08080

If mailing proposals via U.S. Post Office the following address must be used:

1400 Tanyard Road
Sewell, NJ 08080

Proposals are due in the Purchasing Department by **4 p.m. on July 12, 2011**. Proposals received after this deadline will be returned unopened to the originating agency.

To be considered, the proposal must respond to all requirements in the RFP. Any other information believed to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal.

17.0 Required Elements of the Proposal

The following information will be considered as part of the proposal and should be submitted with the proposal:

1. Proof of liability insurance and indemnity bond
2. Proof of appropriate state license
3. The forms listed below and located in the Appendix shall be completed and must be submitted to the College as part of your proposal. Failure to return any one of the forms listed below will automatically disqualify your proposal:

Attachment A: Mandatory Equal Employment Opportunity Language
Attachment B: Procurement and Service Contracts Language "A"
Attachment C: Non-Collusion Affidavit
Attachment D: Stockholder or Partnership Disclosure Requirement
Attachment E: Non-Construction Contracts Language "New Jersey Business Registration Requirements"
Attachment F: W-9 Form

Submission of the vendor's W-9, and State of New Jersey Business Registration Certificate is required to be submitted with the Proposal.

Respondents must agree, if applicable, to execute and provide all affidavits, agreements, certificates, statements, authorizations, and other assurances or documents of compliance that Gloucester County College may require by law and by the Board of Trustees.

17.1 Process & Timing

The RFP response will be reviewed by a College selection committee comprised of management and staff. The completeness and thoroughness of the proposal will be the key in this evaluation process.

The selection committee will finalize the selection of the agency and forward the recommendation to the Board of Trustees.

18.0 INSURANCE

Prior to commencing work under contract, the successful firm shall furnish the College with a certificate of insurance as evidence that it has procured the insurance coverage required herein. Firms must give the College a sixty-day notice of cancellation, non-renewal or change in insurance coverage.

The successful firm must provide and maintain the following minimum limits of insurance coverage during the period of performance required under the contract resulting from this RFP:

18.1 Workers Compensation and Employer Liability

Statutory coverage for New Jersey;
\$100,000 Employer's Liability
Broad Form All-States-Endorsement

18.2 General Liability

\$1,000,000 per occurrence. The College shall be named as additional insured with respect to general liability.

18.3 Auto Liability

\$1,000,000 per occurrence/\$1,000,000 aggregate. The coverage is required of the operation of any vehicle is required in the performance of the services detailed herein (including but not limited to the use of a vehicle to make on-site visits).

19.0 INDEMNIFICATION

The selected firm shall defend, indemnify and hold harmless the College, its officers, agents and employees from any and all claims and cost of any nature whether for personal injury, property damage or other liability arising out of or in any way connected with the firm's negligent acts or omissions under this agreement.

20.0 MISCELLANEOUS REQUIREMENTS

1. Gloucester County College will not be responsible for any expenses incurred by any firm in preparing and submitting a proposal. All proposals shall provide a straight forward, concise delineation of the firm's ability to satisfy the requirements of this RFP. Emphasis will be on the completeness and clarity of content.
2. The contents of the proposal submitted by the successful firm(s) and this RFP may become part of the contract for these services. The successful firm(s) will be expected to sign said contract with Gloucester County College.
3. Proposals shall be signed in ink by the individual or authorized principal of the responding party. Proposals submitted shall be valid for a minimum of 60 days from the day of opening.
4. Gloucester County College reserves the right to reject any and all proposals received by reason of this RFP, to serve the best interests of the College. Firms whose proposals are not

accepted will be notified in writing.

5. Any selected firm is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement of its rights, title, or interest therein or its power to execute such agreement to any other person, company, or corporation without the prior written consent of the College President or his designee.

FORM OF PROPOSAL
VOICE SERVICES
GLOUCESTER COUNTY COLLEGE

The firm is requested to submit a final (not-to-exceed) dollar figure for each fiscal year.

GLOUCESTER COUNTY COLLEGE:

FISCAL YEAR ENDING JUNE 2012 \$_____

Signature _____

Company Name _____

Date _____

APPENDIX

- Attachment A: Mandatory Equal Employment Opportunity Language
- Attachment B: Procurement and Service Contracts Language “A”
- Attachment C: Non-Collusion Affidavit
- Attachment D: Stockholder or Partnership Disclosure Requirement
- Attachment E: Non-Construction Contracts Language “New Jersey Business
Registration Requirements”
- Attachment F: W-9 Form

ATTACHMENT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or a binding determination of the applicable county employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2**.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will

discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

The contractor shall submit to the public agency, after notification of award but not prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Affirmative Action Requirements Questionnaire

- 1. Do you have a current, valid letter from the Office of Federal Contract Compliance Programs verifying approval of a Federal Affirmative Action Plan?**

_____ Yes _____ No If Yes, attach a copy hereto.

- 2. Do you have a current, valid New Jersey Certificate of Employee Information Report?**

_____ Yes _____ No If Yes, attach a copy hereto.

- 3. Or, if you have neither of the above, you will be provided with and required to submit a New Jersey Affirmative Action Employee Information Report.**

Signature _____ Date _____

Please print name and title

Submitted by:

Name of Firm _____

Date _____ By: _____

ATTACHMENT B

PROCUREMENT AND SERVICE CONTRACTS LANGUAGE “A”

In the event that you or your firm is awarded this contract, our office upon award will send the necessary additional forms. These should be submitted within seven (7) working days of notification. (Vendors/Bidders are required to comply with the requirement of **N.J.A.C. 17:27-1.1 et seq.**

1. Does this contract have or have the potential of having a dollar value of \$27,900 or better?

() YES (If yes, complete #2)

() NO (If no, no further documentation is required)

2. Does your company have a Federal Affirmative Action Plan Approval Letter?

() YES (If yes, submit a Photostat copy)

() NO (If no, complete "A" below)

- A. Does your company have a Certificate of Employee Information Report?

() YES (If yes, submit a Photostat copy)

() NO (If no complete "B" below)

- B. If you do not have either of the above-mentioned documents, an Affirmative Action Employee Information Report Form (AA-302) will be returned to you for your completion.

3. Each Contract over \$27,900 must also contain Language “A”.

4. Are you a minority-owned business?

() YES

() NO

All successful vendors must submit one of the following forms of evidence:

1. Letter of Federal Approval OR 2. Certificate of Employee Information Report

I certify that the above information is correct to the best of my knowledge.

COMPANY: _____

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

Contractor: Please complete and sign this form and return it with your Contract Proposal.

-----AN EQUAL OPPORTUNITY EMPLOYER-----

ATTACHMENT C

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

ss:

COUNTY OF _____

I, _____ of the City of _____ in the County of _____ and in the State of _____

of full age, being duly sworn according to law on my oath depose and say that: I am of the firm of _____ the bidder making the Proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the Board of Trustees of Gloucester County College 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 project.

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

NJSA 52:34-25

Signature

(Also type or print name of affiant under signature)

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

Notary Public of

My commission expires _____

ATTACHMENT D

STOCKHOLDER OR PARTNERSHIP DISCLOSURE REQUIREMENT

Per State of New Jersey Assembly Bill No. 22

Be it enacted by the Senate and General Assembly of the State of New Jersey:

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

2. This act shall take effect immediately.

It is mandatory that this form be completed and submitted with Proposal.

Vendor Name and Address

Stockholder's Name and Percentage of Ownership

Use reverse side of sheet for other stockholders

____ No individual stockholder or partner owns 10% or more of this corporation or partnership.

By _____
Name of Contractor Address

Subscribed and sworn to _____
(type or print name of affidavit along with signature)

Before me this _____ day of _____ 20 ____ .

Notary Public of
My commission expires

ATTACHMENT E

P.L. 2004, c.57

Non-construction Contracts Language

“New Jersey Business Registration Requirements”

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State.

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 of e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

