**THE TOWN OF GUTTENBERG ("TOWN") REQUESTS QUALIFICATIONS FOR PRIVATE COLLECTION AGENCY FOR MUNICIPAL COURT DEBT FOR THE PERIOD OF JANUARY 1, 2027 TO DECEMBER 31, 2027**

## Introduction

Pursuant to the Fair and Open Process described under N.J.S.A. 19:44A-1, et sq., the Town seeks Requests for Qualifications ("RFQ") For Private Collection Agency for Municipal Court Debt firms that wish to provide private collection agency services to the Town pursuant to a contract beginning no earlier than January 1, 2027 and lasting one year with one (1) option to renew for an additional one (1) year period at the sole discretion of the Administration.

All necessary documents can be downloaded from the official Town of Guttenberg website, www.guttenbergnj.org. Copies of this standardized submission requirements and selection criteria are also on file and available from the Office of the Town Clerk.

All candidates are required to comply with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. as amended. (Affirmative Action) and shall submit proof of business registration with the New Jersey Division of Taxation (P.L. 2004, C.57).

## Services to be Provided

3.0 Private Collection Agency Services

The Town is seeking an experienced provider of Private Collection Services to maximize the Town's recovery of delinquent fines and penalties issued by the Town's Municipal Court.

The term of the contract will be two (2) years with one (1) option to renew for an additional two (2) year period at the sole discretion of the Administration.

3.1 Town Requirements

The Town requires the following processes and procedures as minimum standards. The Town will evaluate vendors for the comprehensiveness and effectiveness of their proposed solutions.

a) Account Placements Account placements will be sent in a manner and schedule as specified and/or approved by the AOC.

b) Account Updates and Interface Management Vendor must provide an automated process to updates to accounts referred to collections whereby the Town may continue to receive payments or effect account status changes outside of the collection process. Such a process or system must be approved by the AOC and comply with all schedules as required by the AOC.

c) Account Inquires Vendors must provide the Town with secured inquiry access to the collection database. In this case, the system must provide the ability to manage access to functions and data through the use of sophisticated user identification and password control.

d) Collection Notices Vendors must work with the Town to craft and approve delinquent notices to be generated and mailed to debtors. This will include notice layout, language, and mailing frequency.

A custom designed, laser printed delinquent notice must be mailed to each debtor immediately after the accounts are entered into the collection system.

A series of personalized letters must be sent to each account. All letters sent to the debtors must be custom designed and laser-printed. All letters must provide the debtor with a toll-free telephone number for obtaining account information to be staffed by the Vendor, a remittance slip bearing the assigned reference number, and a return remittance envelope directing payment to:

**Town of Guttenberg Municipal Court**
**6808 Park Avenue, Guttenberg, New Jersey 07093**

In addition, the collection staff must use payment reminder, postdated check, and broken promises letters to collect the outstanding fines and penalties owed.

The Town shall have final approval of all letter content.

e) Call Center Support Vendors must handle inquiries, discrepancies and complaints. This will include defining agreed upon procedures for handling different types of complaints as well as dispute resolution procedures to include supervisory levels within each vendor's management and the Town and account settlement parameters.

f) Account Closure Vendors must have the ability to support account closure based on rules defined by the Borough. This shall include, but will not be limited to, closing an account, discontinue collection and return the account to the collection. Vendors must also have the ability to provide account closure and return debt that is recalled by the Borough.

g) Licensing and FDCPA Compliance Contractor shall be a licensed collection agency with a license to practice collections in the State of New Jersey.

All collection related activities shall properly follow Fair Debt Collection Protection Act (FDCPA) guidelines.

Each member of the Contractor's collection staff is required to pass an FDCPA examination prior to any collection activity. In addition, each collector shall be required to retake and repass the FDCPA examination on an annual basis.

h) Technical Solutions Requirements Vendors must provide evidence of technology solutions that is in compliance with the requirements outlined below:

i. Proven Information System Vendors must use a proven and fully developed delinquent account collection system and related tools. The system must include full audit functionality for each collection activity as well as timely backups and effective recovery procedures. Vendors shall provide an

information technology system that allows for flexibility within the application for any future changes

ii. Facility Vendors shall provide a facility to perform the required services. The Vendor's facility shall include all equipment communications and resources necessary to perform the required services. Vendor shall make available its facilities including its information system for audit or inspection by the Town at any time.

iii. Security Vendors shall develop and provide physical and systems security.

i) Project Management and Implementation Vendors must provide a structured approach and plan for transition as well as ongoing operation.

Vendors shall provide a comprehensive approach for testing. Testing of interfaces and data exchanges should be coordinated with the appropriate AOC offices and personnel.

Vendors shall provide the required staff, management, and supervision necessary to successfully fulfill the contract. The Contractor shall participate in project status meetings as may be required by the Town.

3.2 Supreme Court Procedures

The following requirements directly reflect the guidelines published by the Supreme Court and published by the AOC. No exceptions or deviations of any kind shall be granted or accepted:

a) General

i. The private collection agency shall comply with all applicable federal, state and local laws and New Jersey court rules, including, but not limited to, the Federal Fair Debt Collection Practices Act, 15, U.S.C.A. § 1692-1692p.

ii. The private collection agency shall ensure the confidentiality of all records received from the AOC or the municipal court. These records are the property of the Judiciary and may not be used by the private collection agency for any other purpose.

iii. The private collection agency shall allow employees of the municipal court and the AOC secure access to municipal court collection accounts on the private collection agency's computer system.

iv. The private collection agency shall provide to the municipal court all manuals, handbooks, and documentation for the specified system services and websites. The private collection agency shall also be required to provide accessories and supplies as may be necessary.

v. All system services and websites developed in response to these regulations shall be available for demonstration at the municipal court prior to the start of debt collection.

vi. The private collection agency shall institute collection activities in accordance with these regulations on all debts received from the municipal court.

vii. The private collection agency or any of its employees may not be a creditor, an officer or an employee of the municipality or county that contracts with the private collection agency.

viii. The private collection agency and its personnel may not, in any way, represent themselves as employees of the municipality, county, state, municipal court or the New Jersey Judiciary.

ix. The private collection agency shall be responsible for training its staff in the relevant law governing collection agencies, the due process remedies available to debtors, and these procedures and guidelines, so that its staff can converse knowledgeably with debtors about their accounts.

x. Upon learning that a debtor is deceased, the private collection agency shall notify the municipal court and shall immediately cease all collection efforts with respect to that debtor.

xi. The private collection agency shall complete and submit to the municipal court a civil judgment form for every case returned uncollected.

xii. The private collection agency may not undertake any litigation in regard to its collection activities under its contract with the municipality or county.

xiii. The private collection agency shall accept electronic files (File Transfer Protocol – FTP) from the AOC on behalf of the municipal court or reports from the municipal court identifying cases selected for collection. The private collection agency shall be responsible for the municipal court to the private collection agency's computer system.

xiv. The private collection agency shall instruct the debtor to make all payments, including the administrative fee, directly to the municipal court.

xv. The private collection agency shall maintain individual records by the debtor's name, driver's license number and social security number, where available. Records shall contain notations for both correspondence and telephone contact correspondence shall be stored electronically and the municipal court shall have secure access to the correspondence.

xvi. The private collection agency shall have the ability to obtain the most recent addresses of persons who owe money from outstanding time payment orders. The municipality or county and the private collection agency shall negotiate the specifics of this in the contract.

xvii. The private collection agency shall retain appropriate records of all payments and case status information reported by the municipal court in order to provide a clear audit trail for the municipal court and to settle disputes that may arise from processing and collection activities.

xviii. The private collection agency shall discontinue all collection activities immediately upon notification that the debtor's account is paid in full.

xix. Termination or suspension of the contract shall be done in accordance with the provisions contained in the contract established with the private collection agency.

xx. Upon termination or suspension of the contract, the private collection agency shall provide the AOC with a timely report of the final status of all current collection cases.

b) Subcontractors

i. The private collection agency may contract with a third-party subcontractor to perform collection services under the negotiated contract between the municipality or county and the private collection agency.

ii. Subcontracting of any work by the private collection agency shall not relieve the private collection agency of its full obligations under contract. The private collection agency shall notify and receive the approval of the municipality or county before hiring any subcontractor for work specified in the contract.

iii. The subcontractor shall comply with all applicable federal, state and local laws, New Jersey court rules and procedures, including, but not limited to, the Federal Fair Debt Collection Practices Act, 15 U.S.C.A. § 1692-1692p. which apply to the contract.

iv. The subcontractor or any of its employees may not be a creditor, an officer or an employee of the municipality or county that has contracted with the private collection agency.

c) Reporting

i. The private collection agency shall forward to the municipal court on a timely basis all statistical data requested by the municipal court in any format required. The municipal court shall have the right to prescribe forms or electronic files which the private collection agency shall use to report collection and status of accounts. Minimum reporting requirements are as follows:

1. A list in last name sequence of all open accounts indicating the status of those accounts. The report shall also indicate the private collection agency's efforts and results for obtaining address information.

2. A list in last name sequence of all payment information transmitted by the municipal court to the private collection agency since the previous report.

3. A list of accounts against which collection efforts have begun, including recommended actions to be taken regarding problem collection accounts.

ii. The private collection agency shall provide all reports as required by the contract in accordance with the agreed upon schedule for providing each.

iii. The private collection agency shall provide revenue estimates for annual budget purposes, as requested by the municipal court.

iv. The private collection agency shall instruct debtors to notify it of any address or name changes. The private collection agency shall note these changes in its file, in

addition to maintaining the name and address given by the municipal court. The private collection agency shall promptly notify the municipal court of any name or address changes of which it becomes aware.

v. The contract between the parties shall include a provision for the private collection agency to report uncollected debt to an independent credit reporting agency. The contract between the parties shall also include the conditions that must be satisfied before sending such matters to an independent credit reporting agency.

vi. If the private collection agency has reported an uncollected debt to an independent credit reporting agency, upon satisfaction of the debt, the private collection agency shall immediately notify the independent credit reporting agency of the satisfaction.

d) Insurance

i. The private collection agency shall agree to furnish insurance naming the municipality or county and the Judiciary as additional insured or as named insured in all insurance coverage. The private collection agency shall also agree to hold the municipality or county, and the Judiciary, their officers, agents and employees harmless from any and all claims made against the municipality or county, Judiciary, their officers, agents, and employees, which arise out of any action or omission of the private collection agency or any of its officers, agents, subcontractors or employees, and any and all claims which result from any condition created or maintained by the private collection agency, or any of its officers, agents, subcontractors or employees, which condition was not specified to be created or maintained by the contract the agreement to hold the municipality or county, and the Judiciary, their officers, agents, subcontractors or employees harmless shall not be limited to the limits of liability insurance required under the provisions of these guidelines.

ii. The private collection agency shall have its personnel bonded for not less than $250,000.00 or provide a blanket surety bond in an amount not less than that same amount protecting the municipality or county from loss.

iii. The private collection agency shall furnish to the municipality or county and the Judiciary a certificate of insurance naming the municipality or county and the Judiciary as an additional insured covering the work as required in these specifications as evidence that the policies if insurance required above shall be maintained in force for the entire duration of the work performed under this agreement. The certificate of insurance shall indicate that the insurance policy contains a clause that requires the insurance company to notify the municipality or county and the municipal court thirty (30) days before the cancellation date of the insurance policy. Copies of any policy endorsements must be provided to the municipality or county and the Judiciary.

iv. The agency shall obtain and maintain, during the life of this contract, such public liability and property damage insurance and shall protect it, the municipality or county and the Judiciary, their officers, agents, and employees, from claims for damage and personal injury, including death, as well as claims for property damage which may arise from the agency's operations under this contract. The amount of such insurance shall be as follows:

1. Public liability insurance in an amount specified by the municipality for injuries, including death, for any one person and subject to the same limit for each person in an amount not less than an amount specified by municipality or county as a result of one occurrence.

2. Property damage insurance in an amount specified by the municipality or county.

e) Access to Judiciary Data

The Administrative Director of the Courts may immediately suspend without notice the private collection agency's access to Judiciary computer systems if any of the private collection agency's practices pose a threat to or compromise the security or data integrity of ATS/ACS, any of its components or any of the public and quasi-public agencies that exchange automated information with ATS/ACS.

3.3 Related Services

Vendors may offer any additional or related services which may complement the core Private Collection Agency Services which constitute the purpose of this procurement process.

3.4 Fidelity Bond

Within fourteen (14) days from notice of award under this RFQ, the Vendor must provide to the Town a fidelity bond in the amount of the estimated total of the yearly amount collected as listed in this RFP.

The fidelity bond shall be payable to the Town in the event that the Vendor violates any provision of the contract with the Town.

The fidelity bond shall also be payable to the Town in the event that the Vendor violates the New Jersey Supreme Court Procedures Governing the Private Collection of Municipal Court Debt, or any applicable federal and state laws, regulations, and rules governing debt collection.

**Professional Information and Qualification**s

Each interested firm shall submit the following information:

1. Name of firm.

2. Address of principal place of business and all partners or firm’s offices and corresponding telephone and fax numbers. Please note specifically which partners will be assigned to work with the Town.

3. Prior computer support services.

4. Applicant must be and demonstrate knowledge and experience supporting Munidex, SDL, CAD, Infocop, Enforsys, Evidence, Parking, Approach, APBNet, 911System, CJIS, NCIC, Office 2019, Microsoft Exchange, Time Clocks, Entry door system, Cameras and CCTV, Citrix

5. Experience related to representation of public entities.

6. Examples of your record of success representing public entities.

7. Must provide a backup solution

8. The firm's ability to provide the services in a timely fashion less than 1 hour on site respond (including staffing, familiarity and location of key staffing).

9. Cost details.

10. Any other information which the interested firm deems relevant.

11. New Jersey Business Registration Certificate.

12. Certificate of Employee Information Report.

13. Fully executed Non-Collusion Affidavit which is attached.

14. Fully executed Disclosure of Ownership form which is attached.

15. From the mandatory Equal Employment Opportunity Language (which is attached) one of the three documents requested in the attachment. Also, the interested firm, if awarded the contract, must include the Mandatory Equal Employment Opportunity Language from the form.

**Selection Criteria**

The selection criteria used in awarding a contract for professional services as described herein shall include:

1. Qualifications of the individuals who will perform the tasks and the amounts of their respective participation;

2. Experience and references;

3. Ability to perform the task in a timely fashion, less than 1 hour on site respond, including staffing and familiarity with the subject matter;

4. Cost competitiveness; and

5. Other factors, if demonstrated to be in the best interest of the Town.

**Notes**

The successful contractor must comply with and the contract be performed in accordance with the guidelines published by the Supreme Court and published by the Administrative Office of the Courts ("AOC"), as they may be amended from time to time. This includes the requirement that the private collection agency shall institute collection activities in accordance with Supreme Court and AOC regulations on all debts received from the municipal court. The contract between the parties shall include a provision for the private collection agency to report

uncollected debt to an independent credit reporting agency. The contract between the parties shall also include the conditions that must be satisfied before sending such matters to an independent credit reporting agency. If the private collection agency has reported an uncollected debt to an independent credit reporting agency, upon satisfaction of the debt, the private collection agency shall immediately notify the independent credit reporting agency of the satisfaction. The private collection agency may not undertake any litigation in regard to its collection activities under its contract with the municipality or county.

Once commenced, the private collection agency shall discontinue all collection activities immediately upon notification that the debtor's account is paid in fill. Termination or suspension of the contract shall be done in accordance with the provisions contained in the contract established with the private collection agency.

Interested parties are strongly encouraged to familiarize themselves with the requirements of New Jersey Supreme Court and AOC regulating private party collection activity under P.L. 2009, C. 233, as amended.

Contract will be awarded by the Mayor and Council after successful award upon finalization of review of proposals. Once awarded, it is expected that a contract will be issued within the time permitted by the Local Public Contracts Law, subject to finalization between the Town and the successful qualified respondent, as soon as practicable subject to any required approval from the Supreme Court or the AOC.

**Submission Requirements**

RFQ must be delivered no later than Wednesday, October 14, 2026 at 10:00 am to:

Dr. Cosmo A. Cirillo, Town Clerk
Office of the Town Clerk
Guttenberg Town Hall
6808 Park Avenue
Guttenberg, New Jersey 07093

Please submit one (1) original and one (1) copy of the RFQ.
Use white 8 ½” x 11” paper.

**APPENDIX A**
**LETTER OF QUALIFICATION**
**(To be Typed on Respondent's Letterhead.**
**NO MODIFICATIONS MAY BE MADE TO THIS LETTER)**

Dr. Cosmo A. Cirillo, Town Clerk
Office of the Town Clerk
Guttenberg Town Hall
6808 Park Ave.
Guttenberg, NJ 07093

Dear Dr. Cirillo:

The undersigned have reviewed our Qualification Statement-Proposal submitted in response to the Request for Qualifications (RFQ) issued by the Town of Guttenberg ("Town"), dated *(Insert Date)* in connection with the Town's need for Services – Court Debt Collection Services

We affirm that the contents of our Qualification Statement-Proposal (which Qualification Statement-Proposal is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief and that the Qualification Statement-Proposal is submitted in good faith upon express understanding that any false statement may result in the disqualification of *(Insert Name of Respondent).*

_____ _____
Chief Executive Officer Chief Financial Officer

Dated: _____ Dated:_____

**Respondent shall sign and complete the spaces as provided above. If a joint venture, partnership or other formal organization is submitting a Qualification Statement-Proposal, each participant must execute this Letter of Qualification**

**APPENDIX B**
**LETTER OF INTENT**

STATE OF NEW JERSEY
TOWN OF _____ ss:

I _____certify that I am the _____ of the firm of _____ , the Respondent submitting Proposals in response to a Request for same from the Town in regards to Services – Private Collection Agency for Municipal Court Debt Services. I further certify that:

1. I executed said Proposal with full authority so to do;

2. All statements contained in the Submission and in this affidavit are accurate, factual and complete, and made with full knowledge that the Town of Guttenberg is relying upon the truth of the statements contained in the Submission and the statements contained in this affidavit in evaluating Respondent's Qualifications;

3 Respondent 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 through participation with any other person, firm or party;

4. Respondent agrees to participate in good faith in the procurement process as described in the RFP and to adhere to the Town's procurement schedule;

5. Respondent acknowledges that all costs incurred by it in connection with the preparation and submission of the Qualification Statement-Proposal and any proposal prepared and submitted in response to the RFP, or any negotiation which results therefrom, shall be borne exclusively by the Respondent. In no event shall the Town have any liability to Respondent for any costs incurred by the Respondent for the Qualification Statement-Proposal.

6. Respondent acknowledges and agrees that the Town may modify, amend, suspend and/or terminate the procurement process in its sole judgment.

7. Respondent is aware that any contract executed with respect to the services referred to in the RFP must comply with the applicable affirmative action and similar laws, and agrees to take such actions as may be required to comply with such applicable laws in the event that a contract is formed.

(Signature of Respondent) _____
SUBSCRIBED AND SWORN TO
BEFORE ME THIS _____DAY OF 20_____

**NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL**

## A. NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
TOWN OF _____ ss:

I certify that I am_____ of the firm of_____ the Respondent submitting the Proposal/Qualification Statement in response to the within Request for Proposals, and that I executed said Qualification Statement with full authority so to do; that said Respondent has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in connection with the within Request for Proposals; and that all statements contained in the Respondent's Qualification Statement and in this affidavit are true and correct, and made with full knowledge that the Town of Guttenberg will rely/relies upon the truth of the statements contained in said Qualification Statement and in the statements contained in this affidavit in awarding the contract(s) for the services sought in the within Request for Proposals.

I further warrant that no person or selling agency has been employed to solicit or secure a contract for the services sought in the within Request for Qualification upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of the Respondent or as may be permitted by law.

(Signature of respondent)SUBSCRIBED AND SWORN TO

BEFORE ME THIS DAY_____ OF 2021

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF

MY COMMISSION EXPIRES: 20

**NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL**

## B. STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

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

**Name of Organization:**_____

**Organization Address:**_____

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

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

## Part II

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

**OR**

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

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

| Name of Individual or Business Entity | Home Address (for Individuals) or Business Address |
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## Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

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

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

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

| Stockholder/Partner/Member and Corresponding Entity Listed in Part II | Home Address (for Individuals) or Business Address |
|---|---|
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## Part IV Certification

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

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

**NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL**

## C. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

**N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)**
**N.J.A.C. 17:27 et seq.**
**GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS**

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

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

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

Acknowledged by Vendor
By:_____
Print name and title

_____
Signature

## D. AMERICANS WITH DISABILITIES ACT OF 1990
### Equal Opportunity for Individuals with Disability

The contractor and the Town, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 *U.S.C. 5121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

**AMERICANS WITH DISABILITIES ACT OF 1990**
**Equal Opportunity for Individuals with Disability (continued)**

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

**Representative's Name/Title**
**(Print):**_____

**Representative's**
**Signature:**_____

**Name of**
**Company:**_____

**Tel. No.:**_____

**Date:**_____.

## E. AFFIRMATIVE ACTION COMPLIANCE NOTICE
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**
**GOODS AND SERVICES CONTRACTS**
**(INCLUDING PROFESSIONAL SERVICES)**

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

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

□.(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);
□.OR
□.(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;
□.OR
□.(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours. The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

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

COMPANY:_____

SIGNATURE: _____ DATE:_____

PRINT NAME:_____ TITLE:_____.

## F. MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)
**Questionnaire for Bidders**

The Town of Guttenberg, in accordance with the stated policy of non-discrimination and equal employment opportunity in the Municipal Code, recognizes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises. To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: _____

Address: _____

Telephone No.: _____

Contact Name: _____

Please check applicable category :

_____ Minority Owned ____ Minority & Woman Owned
_____ Woman Owned _____ Neither

**Definition of Minority Business Enterprise**
Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

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

**Woman Business Enterprise:** a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

Form AA302
Rev. 1/00

# STATE OF NEW JERSEY

Division of Contract Compliance & Equal Employment Opportunity

## EMPLOYEE INFORMATION REPORT

For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

### SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY

2. TYPE OF BUSINESS
☐ 1. MFG ☐ 2. SERVICE ☐ 3. WHOLESALE
☐ 4. RETAIL ☐ 5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY

4. COMPANY NAME

5. STREET CITY COUNTY STATE ZIP CODE

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE

7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT

10. PUBLIC AGENCY AWARDING CONTRACT CITY COUNTY STATE ZIP CODE

| Official Use Only | DATE RECEIVED | NAUG.DATE | ASSIGNED CERTIFICATION NUMBER |
|---|---|---|---|
| | | | |

### SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT* AN EEO-1 REPORT.

| JOB CATEGORIES | ALL EMPLOYEES | | | PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | ********* MALE********** | | | | | ********FEMALE********** | | | | |
| | COL. 1 TOTAL (Cols.2 &3) | COL. 2 MALE | COL. 3 FEMALE | BLACK | HISPANIC | AMER. INDIAN | ASIAN | NON MIN. | BLACK | HISPANIC | AMER. INDIAN | ASIAN | NON MIN. |
| Officials/ Managers | | | | | | | | | | | | | |
| Professionals | | | | | | | | | | | | | |
| Technicians | | | | | | | | | | | | | |
| Sales Workers | | | | | | | | | | | | | |
| Office & Clerical | | | | | | | | | | | | | |
| Craftworkers (Skilled) | | | | | | | | | | | | | |
| Operatives (Semi-skilled) | | | | | | | | | | | | | |
| Laborers (Unskilled) | | | | | | | | | | | | | |
| Service Workers | | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | | | |
| Total employment From previous Report (If any) | | | | | | | | | | | | | |
| Temporary & Part-Time Employees | The data below shall NOT be included in the figures for the appropriate categories above. | | | | | | | | | | | | |
| | | | | | | | | | | | | | |

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?
☐ 1. Visual Survey ☐ 2. Employment Record ☐ 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED
From: To:

14. IS THIS THE FIRST Employee Information Report Submitted?
1. YES ☐ 2. NO ☐

15. IF NO, DATE LAST REPORT SUBMITTED
MO. DAY YEAR

### SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) SIGNATURE TITLE DATE MO DAY YEAR

17. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO.,EXTENSION)
- -

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

**IMPORTANT:**

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. **IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM. SEND COPY OF CURRENT CERTIFICATE TO THE PUBLIC AGENCY. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

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

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

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

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

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

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

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

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

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

**ITEM 10** - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code.

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

**Racial/Ethnic Groups will be defined:**
**Black:** Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.
**Hispanic:** Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.
**American Indian or Alaskan Native:** Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
**Asian or Pacific Islander:** Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillippine Islands and Samoa.
**Non-Minority:** Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

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

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

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

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

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

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

**TYPE OR PRINT IN SHARP BALL POINT PEN**

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN COPY FOR THE VENDOR'S OWN FILES. THE VENDOR IS TO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDING THE CONTRACT AND FORWARD A COPY TO:

**NJ Department of the Treasury**
**Division of Contract Compliance & Equal Employment Opportunity**
**P.O. Box 209**
**Trenton, New Jersey 08625-0209** **Telephone No. (609) 292-5475**

## H. MANDATORY BUSINESS REGISTRATION LANGUAGE
**Non Construction Contracts**

All contractors and subcontractors must provide a Business Registration Certificate when seeking to do business with the State of New Jersey, and other public agencies in this state. Failure to submit proof of registration requires mandatory rejection of a bid as a non-waivable defect. Proof of registration must be received before the contract is issued for non-bid contracts: such as contracts exempt from public bidding that are over the bid threshold, professional services, and extraordinary unspecifiable services, and purchase orders that are under the bid threshold. For non-bid contracts only, if proof has been filed through a previous contract, the contracting agency may waive resubmission.

**"New Jersey Business Registration Requirements"**
N.J.S.A. 52:32-44(1)(b) No contract shall be entered into by any contracting agency unless the contractor provides a copy of its business registration in accordance with the following schedule:

(1) In response to a request for bids or a request for proposals, at the time a bid or proposal is submitted; or

(2) For all other transactions, before the issuance of a purchase order or other contracting document. In its sole discretion, the contracting unit may waive this requirement if a business registration has been previously provided to the contracting agency.

N.J.S.A. 52:32-44(1)(c) A subcontractor shall provide a copy of its business registration to any contractor who shall forward it to the contracting agency. No contract with a subcontractor shall be entered into by any contractor under any contract with a contracting agency unless the subcontractor first provides proof of valid business registration. The contracting agency shall file all business registrations received by the contracting agency with other procurement documents related to the contract.

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, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

N.J.S.A. 54:49-4.1 A business organization that fails to provide a copy of a business registration as required pursuant to section 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 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."

## PART 1: CERTIFICATION
## BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

**FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive**. If the Director finds a person or entity to be in violation of 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.

**PLEASE CHECK EITHER BOX:**

☐ **I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification**

**OR**

☐ **I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below**. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

## Part 2

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You 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 below.
PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name:_____ Relationship to Bidder/Vendor:_____

Description of Activities:

_____

_____

Duration of Engagement:_____Anticipated Cessation Date_____

Bidder/Vendor_____

Contact Name:_____Contact Phone Number:_____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the Town is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of contracts with the Town to notify the Town in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreements(s) with the Town and that the Town at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____Signature:_____

Title: _____Date: _____

Bidder/Vendor: _____