# BOROUGH OF ROSELLE

## REQUEST FOR QUALIFICATIONS FOR

**PRIVATE COLLECTION OF MUNICIPAL COURT DEBT UNDER L. 2009, C. 233**

**SUBMISSION DEADLINE**
**DECEMBER 27, 2012**
**10:00 A.M.**

**ADDRESS ALL QUALIFICATIONS TO:**

**ATTN: BRYAN RUSSELL, R.P.P.S., Q.P.A., PURCHASING AGENT**
**FINANCE DEPARTMENT**
**2ND FLOOR**
**ROSELLE BOROUGH HALL**
**210 CHESTNUT STREET**
**ROSELLE, NEW JERSEY 07203**

# GENERAL INFORMATION & SUMMARY

## ORGANIZATION REQUESTING QUALIFICATION

BOROUGH OF ROSELLE
210 CHESTNUT STREET
ROSELLE, NJ 07203

## CONTACT

BRYAN RUSSELL, R.P.P.S., Q.P.A.

PURCHASING AGENT

FINANCE DEPARTMENT
BOROUGH OF ROSELLE
210 CHESTNUT STREET
ROSELLE, NEW JERSEY 07203–
2ND FLOOR
(908) 259-3028

## PURPOSE OF REQUEST

The Borough of Roselle is requesting qualifications from qualified individuals and firms (hereinafter also referred to as the "contractor(s)", "consultant(s)" or "proposer(s)") to provide Private Collection of Municipal Court Debt Under L. 2009, C. 233 to the Borough. Qualifications will be evaluated in accordance with the criteria set forth in this RFQ. One or more individuals/firms may be selected to provide services.

## PERIOD OF CONTRACT

January 1, 2013 through December 31, 2013.

## CONTRACT FORM

The successful proposer shall be required to execute the Borough's form of contract, which shall include indemnification, insurance, termination and licensing provisions.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the Borough arising out of, or by reason of, the work performed and materials furnished under this Contract.

**DETAILED REQUIREMENTS OF THE**
**REQUEST FOR QUALIFICATIONS FOR**
**PRIVATE COLLECTION OF MUNICIPAL COURT DEBT UNDER L. 2009, C. 233**

**BOROUGH OF ROSELLE FACTS AND FIGURES – The Borough of Roselle is a municipal governmental entity. The Borough was incorporated in 1894. The Borough is governed by the Borough Council which is made up of six members, and the Mayor. The mayor and council representative-at-large are elected by the entire borough. The remaining five council members are elected from five wards, one from each ward in which the member resides. The Borough's population is approximately 21,415 and it consists of approximately 2.2 square miles of area. The Borough employs approximately 230 people in about 16 departments and agencies. It owns various buildings, and parks and recreation facilities throughout the Borough. The Borough government provides significant and diverse services to its residents and community members and neighbors.**

NATURE/ SCOPE OF SERVICES – The Borough of Roselle is requesting qualifications for Private Collection of Municipal Court Debt Under L. 2009, C. 233.

## Minimum Qualifications

1. Offeror shall have at least five (5) years of experience working with court clients.

2. The Offeror shall provide a list of your company's top 10 government clients (based upon prior 12 month revenue) including:
   - Client name
   - Point of contact
   - Contact phone and email
   - Total dollars placed
   - Total dollars canceled
   - Total dollars collected

3. Offeror shall generate a minimum of $50,000 in revenue annually.

4. Offeror shall be familiar with: SUPREME COURT PROCEDURES GOVERNING THE PRIVATE COLLECTION OF MUNICIPAL COURT DEBT UNDER L. 2009, C. 233

5. The Offeror shall have a toll-free customer service telephone number, facsimile machine, and e-mail for prompt access to trained, knowledgeable staff relative to the services that the Offeror is providing to the courts. Such staff shall be available to meet as needed, and able to respond to questions or inquiries within one business day.

6. The Offeror shall be duly registered, licensed and/or bonded in all 50 of the United States and is in good standing to legally collect debts throughout the U.S. and shall remain as such for the duration of any services provided to the Roselle Municipal Court. The Court shall be notified immediately if the Offeror permanently or temporarily ceases to be licensed/registered, or bonded (including any suspension).

7. The Offeror shall attach a copy of your New Jersey license and a spreadsheet containing licensing information for all 50 states.

8. Provide proof of insurance that meets the following requirements mandated by the Administrative Office of the Courts:

1.4.1 The private collection agency shall agree to furnish insurance naming the municipality or 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 , and the Judiciary, their officers, agents and employees harmless from any and all claims made against the municipality or , 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, 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.

1.4.2 The private collection agency shall have its personnel bonded for not less than the estimated total of the yearly amount collected or provide a blanket surety bond in an amount not less than that same amount protecting the municipality from loss.

1.4.3 The private collection agency shall furnish to the municipality and the Judiciary a certificate of insurance naming the municipality and the Judiciary as an additional insured covering the work as required in these specifications as evidence that the policies of 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 contain a clause that requires the insurance company to notify the municipality 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 and the Judiciary.

1.4.4 The agency shall take out and maintain, during the life of this contract, such public liability and property damage insurance and shall protect it, the municipality 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:

a. 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 the municipality as a result of one occurrence.

b. Property damage insurance in an amount specified by the municipality.

## Corporate History and Related Experience

1. Provide a general description of your organization including principal business address and its parent or holding company, if any. Indicate what form of business entity (e.g., corporation, etc.) the organization is, and the date the organization was founded.

2. State whether you are currently under or anticipate any indictment or court order or investigation by any government regulatory agency which would affect in any way your ability to provide the

requested services to the Court, and whether you are subject to any extraordinary regulatory oversight.

3. List any ethical violations, prosecutions or lawsuits against the firm in the past 10 years against the firm, any of its partners/officers that have involved any government or public sector contract or solicitation process.

4. Describe your organization's management structure, particularly the organizational relationship of the offices that will be providing the services to the Court as described in this RFQ. Include an organizational chart and a brief description of the experience and professional background of your officers and key personnel in these offices.

5. Include the name, telephone and fax numbers, and e-mail address of the person(s) in the organization authorized to negotiate/expedite actions with the Court. Also provide day-to-day primary and secondary contacts.

6. Describe your collector training program.

7. Describe your compliance programs/internal monitoring services.

8. State the locations of all of your related offices, and provide your organization's Web site address (if applicable).

9. Provide a list of states in which your organization is licensed and bonded to do business (providing similar services as described in this RFQ.)

10. List any association memberships which would relate to the services under this RFQ.

11. Provide information about services of the nature described in this RFQ which you have provided to courts in the past three years.

12. List at least three major clients served, dates of service, and a current contact person for those clients who the Court may contact concerning your company's performance.

13. Of particular interest to the Court is any experience you have related to the collection and/or administration of court fines and fees (or other public debt.) Be specific as to the types of receivables handled (e.g., traffic fines; restitution orders; consumer debts; etc.) and provide your company's average rates of recovery for these types of receivables, along with the associated calculations and methodology used to determine those collection rates.

14. State how many years your organization has been in business providing the types of services described in this RFQ, and what percentage of your clients are government entities.

15. Provide a brief (1 page) summary of the general types of debts collected by your organization.

16. Provide at least two examples of major changes that your organization was instrumental in implementing during the last five years which improved overall operations and reduced costs to clients.

17. Provide at least two examples of a problem your organization has experienced in the last three years which disrupted service to clients, and describe how the problem was successfully addressed. Indicate when the problem occurred and the length of time service was affected.

18. In your response, you must be clear as to where all work discussed would be performed (i.e., specific offices/locations in NJ or outside of NJ.)

19. If you intend to contract out a portion of the work, you must identify the specific functions to be contracted out and provide general background information on the contractor(s) to be used.

20. In your response, clearly indicate the extent to which your services are flexible and can be customized and tailored to the Court's needs.

## Statement of Work

1. *Location of services* - Describe where collections will take place, client calls are answered and payments are posted.

2. *Transition* - Describe your company's transition plan.

3. *Assignment of accounts* - The court desires the capability to assign accounts to the Offeror manually or electronically. Once assigned, a confirmation mechanism must be in place to assist the court in its record keeping.

4. *Project personnel* – Offeror will provide a project manager to this contract with a minimum of five (5) years of similar project management experience. List additional key personnel who will be involved in the project.

5. *Level of service commitment* – Describe your level of service commitment to this project including number of people working on our behalf behind the sales and operations teams.

6. *Account adjustments and cancellations* - The courts will, at its discretion and as the need arises, require adjustments to balances or cancellations of accounts. A streamlined, expedited process for such transactions is desired, with no additional cost to the court for such requests.

7. *Receipt of payments* - The Offeror must have the ability to receipt payments on assigned accounts. All payments must be immediately credited to the appropriate accounts the same day they are received (except post-dated items), and receipts must be provided when requested, indicating whether or not the account is paid in full. Ability to provide ACH transfer of funds.

8. *Non-sufficient funds (NSF) checks or other returned items* - The Offeror will be responsible for collecting on any NSF checks or other returned items received by the Offeror for assigned accounts. The courts will assume no liability for such items. The Offeror must institute safeguards against accepting bad checks or other nonnegotiable payments.

9. *Disbursement of collections* - The Offeror must have the ability to disburse collections to the court both electronically and/or by printed check on a routine schedule as directed by the Court.

10. *Call recording and monitoring* – Offeror must have call recording and call monitoring services. Explain your internal processes and use of call monitoring in daily operations.

11. *Reports and records* - The Offeror will be required to maintain and provide fully auditable accounting reports and records. This would include, but not be limited to, detail reports of all accounts assigned, receipt and disbursement documentation and journals, transaction summaries, bank account records, and other account activity detail and summary reports. The Offeror shall have the capability to produce customized, ad hoc reports on an as-needed basis with a one to two day turn-around period.

The Offeror must have the capability to produce monthly reports that clearly and effectively provide performance and statistical information to the Court relating to the service(s) being provided. Information required will include collection rates, number of actions taken (e.g., phone calls, letters, etc.), contact rates, average length of payment arrangements, total collections, volume of accounts, account listings, and so forth as applicable. Special, ad hoc reports will also be required. The Offeror should indicate whether it has a programmer on staff for special queries and reports, and how quickly such reports can be programmed and provided to the Court.

12. *Notices and letters* - The Offeror must have the capability to issue notices and letters to effectuate collection of accounts using high speed, fully automated capabilities. The court will have final approval of the wording and design of the notices. There should also be the option to produce the letters in multiple languages.

13. *Collection telephone calls* - The Offeror must have the capability to perform collection telephone calls for the court, incorporating technologically advanced systems into the process (i.e., high speed dialing systems, toll-free number(s) for call-backs, etc.) The Offeror must have an established process in place to make calls on court assigned accounts during optimal collection times including daytime, evening, and weekend hours that are within the limitations of the Fair Debt Collection Practices Act.

14. *Multi-lingual services* - The Offeror must have accommodations for both English and non-English speaking parties. Provide a description of languages that are available to the firm, i.e., Spanish, European languages, Vietnamese, other Pacific Rim languages, etc.

15. *Returned mail* - It will be the responsibility of the Offeror to actively seek correct addresses on items returned in the mail. The court will make every effort to provide the most recent addresses on file to the Offeror at the time of referral. The Offeror will log any returned mail activity on accounts, and the courts should have online access to this information.

16. *Convenient payment methods* - The Court desires the maximum use of state-of-the-art technology and innovative processes to make it as convenient as possible for defendants to pay on their accounts. Further, these payment conveniences should be designed to reduce traffic and work load in the court.

    - The court requires: pay-by-phone, pay-via-Internet, credit and debit card acceptance, automatic account withdrawals, electronic funds transfer, wire payments and IVR.
    - With regards to the more traditional payment methods, the Offeror must be able to accept mail-in payments. It will be expected that the Offeror will continue to seek innovative payment methods on an ongoing basis.

17. *IVR* – Offeror shall have Interactive Voice Response (IVR) service for 24/7 payments and balance inquiries by debtors.

18. *Skiptracing* - The Offeror must have state-of-the-art skip tracing capabilities, and a broad range of tools and resources available to them to locate individuals and verify addresses, attachable assets, and employment. Some general capabilities the [CLIENT] IS interested in include: large, national locator database; network of various databases; military skip tracing; public records searches; use of Internet; etc.

19. *Use of national credit bureaus* - In the course of collecting on referrals, the Offeror will be expected to utilize major national credit bureaus, including the information and locator services that credit bureaus provide.

20. *Legal action* - The Offeror must have the capability to execute garnishment and legal action on accounts after receipt of approval from the Court.

- Describe in-house legal resources and legal process

21. *Bankruptcy* – Offeror shall describe its bankruptcy handling procedures.

## Technology

1. Explain your collection software system and capabilities.

2. Secure FTP transfer of accounts is required. Confirm that you can comply. Detail your data communication capabilities.

3. Offeror shall provide a system for the Roselle Municipal to have real-time, online access to information on accounts placed with the Offeror.

- The Roselle Municipal Court's personnel should be able to immediately retrieve information such as the latest address, phone number, or employment information the Offeror has on file for a defendant, a log of all of the action which the Offeror has taken on any given account, and any notes or remarks documented by Offeror staff concerning accounts and contacts with defendants. The Offeror will have the capability to provide this access through the Internet or other automated means. A system that expedites service, minimizes paper flow, and reduces telephone calls and fax transmissions in the day-to-day communications between the Offeror and the court, is preferred.

- Online access should have the ability to provide reports.

2. Provide a description of your system security and disaster recovery plans, including staff training and monitoring.

3. Describe your physical security (offices and staff).

## Other Innovative and Value Added Services

The Court is interested in reviewing descriptions of any additional, related services the Offeror could provide which would streamline operations and improve service to the court and the public.

Respond to the following:

1. Pre-collect and time payment monitoring services

2. List your trade association memberships

3. Describe your company's philanthropic efforts

4. Additional experience with innovative services tailored to court collections

## Financial Statements

The Roselle Municipal Court requires assurances that an Offeror will be financially stable. The Offeror is required to provide its most recent audited financial statement.

## Compensation Information

In a separate section of your proposal titled "Compensation", you must specify a method by which your organization will be compensated for its services.

You must indicate all fees you would charge the Roselle Municipal Court for any of the services which you are offering in response to this RFQ, including fees for any additional, innovative products or services not specifically called for in the RFQ, but which you feel relate to the needs expressed.

The law allows a fee assessment of up to 22%. It is recommended that 22% be the set fee for all responders as it will provide higher net back to the municipality.

Collection fees must conform to:

**SUPREME COURT PROCEDURES GOVERNING THE PRIVATE COLLECTION OF MUNICIPAL COURT DEBT UNDER L. 2009, C. 233**

*"The law permits the governing body of the municipality or to authorize the assessment of a fee by a private collection agency or firm, not to exceed 22% of the amount collected, to be paid by the defendant to the private collection agency for the purpose of paying for the cost of collection. The new law also authorizes the Administrative Director of the Courts to contract with a private agency or firm to collect any outstanding monies payable to the Superior Court, the Tax Court, or the municipal courts.*

*The law clarifies that the only municipal court cases that may be sent to a private collection agency are those where the municipal court has made a final determination of guilt, the municipal court has exhausted all judicial enforcement remedies, and the Administrative Director of the Courts has authorized private collection.*

*Further, the law provides that the use of private collection agencies shall be governed by rules and procedures adopted by the Supreme Court."*

**QUALIFICATION EVALUATION –** The Borough will select the most advantageous qualifications based on all of the evaluation factors set forth at the end of this RFQ. The Borough will make the award(s) that is in the best interest of the Borough.

Each qualification must satisfy the objectives and requirements detailed in this RFQ. The successful proposer shall be determined by an evaluation of the total content of the qualification submitted. The Borough reserves the right to:

a. Not select any of the qualifications;

b. Select only portions of a particular proposer's qualification for further consideration;

c. Award a contract for the requested services at any time within the calendar year after review of the Qualifications and approval of same by the Borough Council; every qualification should be valid through this time period.

The Borough shall not be obligated to explain the results of the evaluation process to any proposer.

7. **QUALIFICATION LIMITATIONS** - This RFQ is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the Borough by issuance of this RFQ. The Borough reserves the right at the Borough's sole discretion to refuse any qualification submitted.

8. **USE OF INFORMATION** - Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by the Borough to the proposer in connection with this RFQ shall remain the property of the Borough. When in tangible form, all copies of such information shall be returned to the Borough upon request. Unless such information was previously known to the proposer, free of any obligation to keep it confidential, or has been or is subsequently made public by the Borough or a third party, it shall be held in confidence by the proposer, shall be used only for the purposes of this RFQ, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

9. **GENERAL TERMS AND CONDITIONS** –

A. The Borough reserves the right to reject any or all qualifications, if necessary, or to waive any informalities in the qualifications, and, unless otherwise specified by the proposer, to accept any item, items or services in the qualifications should it be deemed in the best interest of the Borough to do so.

B. In case of failure by the successful proposer, the Borough of Roselle may procure the articles or services from other sources, deduct the cost of the replacement from money due to the proposer under the contract and hold the proposer responsible for any excess cost occasioned thereby.

C. The proposer shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General, Professional and Automobile Liability.

D. Each qualification must be signed by the person authorized to do so.

E. The contract shall be in effect through December 31, 2012 unless otherwise stated.

A. Qualifications may be hand delivered or mailed consistent with the provisions of the legal notice to proposers. In the case of mailed qualifications, the Borough assumes no responsibility for qualifications received after the designated date and time and will return late qualifications unopened. Qualifications will not be accepted by facsimile or e-mail.

B. By submission of the qualification, the proposer certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful proposer shall, at its expense, defend any and all actions or suits charging such infringement, and will save the Borough harmless in any case of any such infringement.

C. No proposer shall influence, or attempt to influence, or cause to be influenced, any Borough officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

D. No proposer shall cause or influence, or attempt to cause or influence, any Borough officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the proposer or any other person.

E. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the Borough Counsel's decision shall be final and conclusive.

F. The Borough of Roselle shall not be responsible for any expenditure of monies or other expenses incurred by the proposer in making its qualification.

G. The checklist, affidavits, notices and the like presented at the end of this Request for Qualifications are a part of this Request for Qualifications and shall be completed and submitted as part of this qualification.

**END OF GENERAL INSTRUCTIONS**

## BASIS OF AWARD

## EVALUATION FACTORS

A. Relevance and Extent of Qualifications, Experience, Reputation and Training of Personnel to be assigned

B. **Knowledge of the Borough of Roselle and the subject matter to be addressed under this engagement**

C. **Relevance and Extent of Similar Engagements performed**

D. **Technical Qualification contains all required information**

# REQUEST FOR QUALIFICATION CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR QUALIFICATION:

**Please initial below, indicating that your Qualification includes the itemized document.**

**A QUALIFICATION SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.**

INITIAL BELOW

A. An original and eight (8) signed copies of your complete qualification. _____

B. Non-Collusion Affidavit properly notarized _____

C. Owners Disclosure Statement, properly notarized, listing the names of all persons owning ten (10) percent or more of the proposing entity. _____

D. Insurance Requirement Acknowledgement Form _____

E. Mandatory Equal Employment Opportunity Notice Acknowledgement _____

F Copy of your *Business Registration Certificate* as issued by the State of New Jersey, Department of Treasury, Division of Revenue _____

G. Professional Service Entity Information Form _____

H. Qualifications Submission _____

Note: N.J.S.A 52:32-44 provides that the Borough shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate and the business registration certificate of any subcontractors at the time that it submits its qualification. The contracting party must also collect the state use tax where applicable.

**THE UNDERSIGNED HEREBY ACKNOWLEDGES**

**THE ABOVE LISTED REQUIREMENTS.**

NAME OF PROPOSER:

Person, Firm or Corporation

BY: (NAME) (TITLE)

**BOROUGH OF ROSELLE**

**NON-COLLUSION AFFIDAVIT**

State of New Jersey

of _____ ss:

I, _____ of the _____of _____

(Name of affiant) (Name of Municipality)

In the of _____and the State of New Jersey, of full age, being duly Sworn according to law on my oath depose and say that:

I am _____

Of the firm of _____

The professional service Entity making the submission for the above name Service, and that I executed the said submission with full authority to do so; that said Professional Service Entity has not, directly or indirectly, entered into any agreements participated in any collusion, or otherwise taken any action in restraint of fair and open competition in connection with the above name Service; and that all statements contained in said submission and in this affidavit are true and correct, and made with full knowledge that the Borough of Roselle relies upon the truth of the statements contained in said submission and in the statements contained in this affidavit in awarding the contract for said Service.

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 Professional Entity)

Subscribed and sworn to

Before me

This_____day of_____, 20 _____

Notary Public, State of _____ _____

(Signature of Professional)

My Commission Expires_____ _____

(Type or Print name of affiant and Title, under signature)

# BOROUGH OF ROSELLE DISCLOSURE OF OWNERSHIP FORM

**N.J.S.A. 52:25-24.2** reads in part that "no corporation or partnership shall be awarded any contract by the State, , Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the corporation or partnership, there is provided to the public contracting unit a statement setting forth the names and addresses of all individual who own 10% or more of the stock or interest in the corporation or partnership".

1. If the professional service entity is a *partnership*, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.

2. If the professional service entity is a *corporation*, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.

3. If a corporation owns all or part of the stock of the corporation or partnership providing the submission, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.

4. If the professional service entity is other than a corporation or partnership, the contractor shall indicate the form of corporate ownership as listed below.

***COMPLETE ONE OF THE FOLLOWING STATEMENTS:***

**I. Stockholders or Partners owning 10% or more of the company providing the submission:**

NAME: ADDRESS:

_____

_____

_____

_____

SIGNATURE: _____ DATE: _____

**II. No Stockholder or Partner owns 10% or more of the company providing this submission:**

SIGNATURE: _____ DATE: _____

**III. Submission is being provided by an individual who operates as a sole proprietorship:**

SIGNATURE: _____ DATE: _____

**IV. Submission is being provided by a corporation or partnership that operates as a (check one of the following):**

_____ Limited Partnership _____ Limited Liability Corporation

_____ Limited Liability Partnership _____ Subchapter S Corporation

SIGNATURE: _____ DATE: _____

**BOROUGH OF ROSELLE**

**INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM**

Certificate(s) of Insurance shall be filed with the Borough Clerk's Office upon award of contract by the Borough Council.

The minimum amount of insurance to be carried by the Professional Service Entity shall be as follows:

**PROFESSIONAL LIABILITY INSURANCE**

Limits shall be a minimum of $1,000,000.00 for each claim and $1,000,000.00 aggregate each policy period.

***Acknowledgement of Insurance Requirement:***

_____

(Signature)

_____

(Date)

_____

(Printed Name and Title)

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE 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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, 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, gender identity or expression, disability, nationality or sex. Such action 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, where applicable, will send to each labor union or representative or workers with which it 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 employment goals established in accordance with N.J.A.C. l7:27-5.2, or a binding determination of the applicable 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, 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 applicable 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, 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

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

**BOROUGH OF ROSELLE**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE**

(N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.)

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

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

The successful professional service entity shall submit to the Borough of Roselle, 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 vendor 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. 17:27-1.1 et seq.;

***OR***

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and distributed to the Borough of Roselle to be completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful professional service entity may obtain the Employee Information Report (AA302) from the Borough of Roselle during normal business hours.

The successful professional service entities must submit the white and canary copies of the AA302 (Employee Information Report) to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The pink *Public Agency* copy is submitted to the Borough of Roselle, and the gold *Vendor* copy is retained by the professional service entity.

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

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

COMPANY: _____

SIGNATURE: _____ PRINT NAME: _____

TITLE: _____ DATE: _____

# COPY OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

*PLEASE PROVIDE A COPY OF YOUR CERTIFICATE EMPLOYEE INFORMATION REPORT

## AMERICANS WITH DISABILITIES ACT OF 1990

### EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

The CONTRACTOR and the BOROUGH OF ROSELLE (herein referred to as the Borough) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 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 thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the BOROUGH pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event 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 BOROUGH in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the BOROUGH, 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 BOROUGH'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the BOROUGH, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the BOROUGH or if the BOROUGH 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 BOROUGH 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 BOROUGH or any of its agents, servants, and employees, the BOROUGH shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the BOROUGH or its representatives.

It is expressly agreed and understood that any approval by the BOROUGH 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 BOROUGH pursuant to this paragraph.

It is further agreed and understood that the BOROUGH 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 BOROUGH from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

**BUSINESS REGISTRATION CERTIFICATE**

**ATTENTION ALL PROFESSIONAL SERVICE ENTITIES**

On June 29, 2004, Governor McGreevey signed P.L. 2004, c.57, Business Registration of Contractors with Government Agencies, into law. Effective September 1, 2004, all business organizations that do business with a local contracting agency (i.e. Borough of Roselle ) are required to be registered with the State of New Jersey, Department of Treasury, Division of Revenue, and provide proof of that registration to the contracting agency before the contracting agency may enter into a contract with the business.

A "Business Organization" means an individual, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof.

**The law provides that: A copy of the Business Registration Certificate issued by the NJ Department of Treasury, Division of Revenue, shall be provided at the time any submission is received; *failure to do so is a fatal defect that cannot be cured*. This law covers construction as well as non-construction submissions.**

Further information may be obtained by visiting the following web site at the State of New Jersey: www.nj.gov/treasury/revenue/busregcert.htm

***Goods & Services Contracts (including purchase orders):***

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;

2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none were used;

3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates, that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration not properly provided or maintained under a contract with a contracting agency.

# COPY OF BUSINESS REGISTRATION CERTIFICATE

**BOROUGH OF ROSELLE**

**PROFESSIONAL SERVICE ENTITY INFORMATION FORM**

If the Professional Service Entity is an ***INDIVIDUAL***, sign name and give the following information:

Name: _____

Address:

_____Telephone

No.: _____Social Security No.:_____

Fax No.: _____ E-Mail: _____

If individual has a TRADE NAME, give such trade name:

Trading As: _____ Telephone No.: _____

**********

If the Professional Service Entity is a ***PARTNERSHIP***, give the following information:

Name of Partners: _____

Firm Name: _____

Address:_____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail: _____

Social Security No.:_____

Signature of authorized agent: _____

**********

If the Professional Service Entity is ***INCORPORATED***, give the following information:

State under whose laws incorporated: _____

Location of principal office: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____E-M:_____

Name of agent in charge of said office upon whom notice may be legally served:

Telephone No.: _____Name of Corporation: _____

Signature: _____ By: _____

**BOROUGH OF ROSELLE**

**SUBMISSION FORM**

**1.** Names and roles of the individuals who will perform the services and description of their education and experience with projects similar to the services contained herein including their education, degrees and certifications:

_____

_____

_____

_____

_____

**2.** References and record of success of same or similar service:

_____

_____

**3.** Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff):

4. Cost details, including the hourly rates of each of the individuals who will perform services,

and all expenses**:**

*Note: Attach additional sheets as necessary.*

_____

_____

_____

_____

_____

_____

_____

_____

Firm _____ Date: _____

Authorized Representative (Print): _____

Signature: _____ Title: _____

Telephone #: _____ Fax #: _____

**SEALED SUBMISSION LABEL FOR PROPOSAL**

PLEASE CUT OUT THE LABEL BELOW AND TAPE TO FRONT OF SEALED SUBMISSION

************DO NOT OPEN***************

**IMPORTANT-SEALED SUBMISSION ENCLOSED**

NAME, COMPANY & ADDRESS:

_____

_____

_____

_____

**TO: PURCHASING DEPARTMENT**
**BOROUGH OF ROSELLE**
**210 CHESTNUT ST**
**ROSELLE, NJ 07203**