

**TOWNSHIP OF CHERRY HILL  
CAMDEN COUNTY, NEW JERSEY**

**NOTICE TO BIDDERS**

Notice is hereby given that sealed proposals addressed to Patti Chacker, Township Clerk, will be received up to 11:00 a.m. prevailing time on August 6, 2024 at which time they will be publicly opened and read by the Purchasing Agent of the Township of Cherry Hill, in the Purchasing Department, Room 102, at the Municipal Building, 820 Mercer Street, Cherry Hill, New Jersey.

**REQUEST FOR PROPOSAL FOR  
PRIVATE COLLECTION AGENCY FOR MUNICIPAL COURT DEBT**

Proposal Forms, Instructions to Bidders, Specifications and other Bidding documents may be reviewed and obtained by downloading from the Cherry Hill Township Purchasing website <https://www.chnj.gov/bids.aspx>.

Directions to download documents - Purchasing website click on bid specialty and bid title. At bottom left side of description click "View Documents" and register. After registering, you may download documents from bottom left side of page. Vendor will receive any/all addenda/clarifications, etc. if issued. It is imperative that all registration information be entered correctly to ensure any/all addenda will be received.

Pursuant to N.J.S.A. 40A:11-23c, addenda may be issued for bids and will be provided as prescribed by law.

It is the sole responsibility of the person submitting the proposal to be knowledgeable of all addenda related to this procurement. If bidders obtain a Bid/RFP/RFQ from the website, it is the responsibility of the person submitting the bid to check prior to the bid opening to see if addenda have been issued. Copies of addenda or notice of same will be made available on the Township Purchasing Website listed above and will be sent to registered bidders as prescribed by law. All vendors who have received specifications by mail and/or have registered with the Purchasing Department Website will automatically receive copies of addenda.

The applicant/proposer shall submit one (1) original with original signatures marked "ORIGINAL" and should submit two (2) complete and exact copies of the original marked "COPY" of his/her proposal and should submit an electronic copy on a CD or flash drive.

The Township Council reserves the right to reject all proposals pursuant to N.J.S.A. 40A:11-13.2 (Rejection of Bids) and to waive such minor informalities as may be permitted by law.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq., Affirmative Action requirements.

Bidders are also required to comply with N.J.S.A. 19:44A-20.5 et seq., P.L. 2004, Chapter 19 (as amended by P.L. 2005, c.51).

By order of the Township Council

Patti Chacker, RMC

Township Clerk

July 16, 2024

## **1.0 Introduction and Background**

### **1.1 Purpose and Objectives**

The primary purpose of this RFP is to secure a contract with a qualified private collection agency to achieve maximum recovery of debts owed to the Township of Cherry Hill (the “Township”) for fines and penalties issued by the Township’s Municipal Court. Private collection agency services shall be performed in compliance with the New Jersey Supreme Court Procedures Governing the Private Collection of Municipal Court Debt, enclosed herein as Appendix “A,” as well as all applicable federal and state laws, regulations, and rules governing debt collection.

The Municipal Court is not a collection agency and is required to follow the rules of court when collecting delinquent fines. The rules allow the court to issue bench warrants and/or suspend the driving and registration privileges of defendants who fail to pay. In this RFP, paragraph 6.2, the guidelines specify that an account is eligible for collection only after a warrant is outstanding for one year or the driving privilege or registration has been suspended for one year.

The average age of the accounts is unknown or various ages.

### **1.2 Legislative and Administrative Background**

The Township’s private agency collections initiative reflects the procedures and guidelines established by the New Jersey Supreme Court (the “Supreme Court”) and the State’s Administrative Office of the Courts (the “AOC”) subsequent to the adoption of state law 1. 2009, c. 233) (Annexed hereto as Appendix “B”) on January 16, 2010.

Among other provisions, the law authorizes the governing body of a municipality or the governing body of a county having a central municipal court to enter into a contract with a private collection agency or firm for the purpose of collecting outstanding municipal court debt. Pursuant to the legislation, an administrative fee, not to exceed 22% of the amount collected, is to be paid to the private collection agency to pay for the cost of collection. The administrative fee is assessed to the debtor and disbursed by the court by the fifteenth (15<sup>th</sup>) of each month.

The law further provides that the use of private collection agencies for these purposes shall be governed by rules and procedures adopted by the Supreme Court, which were formally issued on March 31, 2011 by the AOC. Formally entitled the "Supreme Court Procedures Governing the Private Collection of Municipal Court Debt under L. 2009, c. 233," (see Appendix “A”) this document codifies the procedures for using private collection agencies to collect outstanding municipal court debt. In addition to specifying the procedures to be followed by municipal courts, the document provides guidance for participating municipalities and private collection agencies and firms. The document also outlines procedures to be followed by the AOC.

The law states 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.

Per Supreme Court Procedures Governing the Private Collection of Municipal Court Debt (attached) – (Appendix A – Guidelines for Contracting with a Private Collection Agency - 1.1 General – 1.1.12) – “The private collection agency may not undertake any litigation in regard to its collection activities under its contract with the municipality (or county)”.

### 1.3 Summary of Current Debt Portfolio and Annual/Historical Statistics

Currently the Township's eligible debtor account portfolio consisted of the debt types and amounts shown in the table below. Amounts to be assigned to successful vendor may vary.

Type of Account	Number of Accounts	Value of Accounts
Traffic	3,699	\$1,867,734.33
Criminal	5,042	\$3,649,492.12
Total	8,741	\$5,517,226.45

## **2.0 General Information**

### 2.1 Contracting Organization

The contracting organization for this RFP is the Township's Purchasing Department.

### 2.2 Point of Contact

The point of contact for all matters pertaining to this RFP is:

Alvina Plodizyn, QPA  
Purchasing Agent  
Township of Cherry Hill  
820 Mercer Street  
Cherry Hill, NJ 08002  
Phone: 856-488-7848  
Email: [aplodizyn@chnj.gov](mailto:aplodizyn@chnj.gov)

### 2.3 Contract Form

The contract resulting from this procurement process will be provided to the awarded vendor following authorization from the Township Council and subsequent approval from the Administrative Director of the Courts (AOC).

### 2.4 Contract Term

The "Effective Date" of any contract resultant from this procurement process shall occur following authorization by Township Council and the final approval of the contract by the AOC. Contracts will then be executed by the vendor and the Township.

The "Commencement Date" shall be defined in the contract, subject to approval of the contract by the Township and the AOC. This date will establish the date for the start of services, which shall also be the date used for any subsequent annual renewal or extensions, as may be applicable.

The base contract term shall be twelve (12) months. Upon mutual written consent of both the Township and the vendor, the Township shall have the right to extend this contract for an additional two (2) one (1) terms for the same price, percentage and terms as the original contract.

## **3.0 Scope of Services**

### 3.1 Private Collection Agency Services

The Township is seeking an experienced provider of Private Collection Services to maximize the

Township's recovery of delinquent fines and penalties issued by the Township's Municipal Court.

### 3.1.1. Township Requirements

The Township requires the following processes and procedures as minimum standards. The Township 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 shall provide an automated electronic process to handle updates to accounts referred to collections whereby the Township may continue to receive payments or effect account status changes outside of the collection process. Such a process or system shall be approved by the AOC and comply with all schedules as required by the AOC. Vendor shall illustrate process or system and the capability with AOC.

(c) Account Inquires.

Vendors shall provide the Township with secured inquiry access to the collection database. In this case, the system shall provide the ability to manage access to functions and data through the use of sophisticated user identification and password control.

(d) Collection Notices.

Vendors shall work with the Township to craft and approve delinquent notices to be generated and mailed to debtors. This will include notice layout, language, and mailing frequency. Vendors will be responsible for notice layout, printing and postage costs.

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

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

Municipal Court for the Township of Cherry Hill  
Fines and Collections  
820 Mercer Street, Cherry Hill, NJ 08002

In addition, the collection staff shall use payment reminder, post-dated check, and broken promises letters to collect the outstanding fines and penalties owed.

The Cherry Hill Township Municipal Judge and the AOC shall have final approval of all letter content.

(e) Call Center Support.

Vendors shall 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 the each vendor's management and the Township and account settlement parameters. The location of the call center and/or corporate headquarters has no bearing on award.

(f) Account Closure.

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

(g) Licensing and FDCPA Compliance.

If the Contractor is licensed as a private debt collector in the State of New Jersey, please submit a copy of your license with your bid submission.

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 re-pass the FDCPA examination on an annual basis.

(h) Technical Solutions Requirements.

Vendors shall provide evidence of technology solutions that is in compliance with the requirements outlined below:

(i) Proven Information System.

Vendors shall use a proven and fully developed delinquent account collection system and related tools. The system shall 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 required by the Township and AOC.

(j) 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 Township at *any* time.

(k) Security.

Vendors shall develop and provide physical and systems security.

(l) Project Management and Implementation.

Vendors shall provide a structured approach and plan for transition as well as ongoing operation.

(m) Subcontractors.

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.

Subcontracting of any work by the private collection agency shall not relieve the private collection agency of its full obligations under the 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.

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.

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.

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 Township.

### 3.2 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.

### 3.3 Fidelity Bond.

Within fourteen (14) days from notice of award under this RFP, the Vendor shall provide to the Township a fidelity bond in the amount of \$250,000.00.

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

### OR

The vendor must maintain crime coverage insurance in the minimum amount of \$250,000.000 for the entire length of the contract. Proof of all required coverage with the Township of Cherry Hill named as additionally insured must be submitted to the Township with signed contracts.

### 3.4 Insurance and Indemnification

#### A. Insurance Requirements

##### 1. Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in force during the life of this contract by the bidder covering all employees engaged in performance of this contract in accordance with the applicable statute.

Minimum Employer's Liability is \$500,000.00.

## 2. General Liability Insurance

This insurance shall have limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$3,000,000.00 aggregate for property damage, and shall be maintained in force during the life of this contract by the bidder.

## 3. Automobile Liability Insurance

This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$1,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

## B. Certificates of the Required Insurance

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as additional insured.

## C. Indemnification

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

## 3.5 Background Check

The awarded vendor agrees that all employees have submitted to a criminal background check.

## **4.0 Instructions to Proposers**

### 4.1 Proposal Detail

Proposers desiring to respond to this Request for Proposal (RFP) shall submit their proposal in sufficient detail to allow for a thorough evaluation and comparative analysis. Proposals containing irrelevant material or an abundance of excessively vague language may be penalized in the screening process

### 4.2 Right to Reject

Subject to the requirements of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1, et sec., the Township reserves, holds and may exercise, at its sole discretion the following:

- (a) To reject any or all bids, or to waive any informalities in the bids.
- (b) To reject all non-conforming, non-responsive, unbalanced or conditional bids.
- (c) The Township reserves the right with equal or tie bids, to award the contract that best suits the interest of the Township



In the event that the Township rejects any or all proposals, no costs will be reimbursed for the preparation of the proposals.

#### 4.3 Proposal Sections

Vendors shall include the following information and in the prescribed sequence for ease of evaluation:

(a) Title Page: The title page should include the title of the RFP and number, the name and address of the Proposer, and the date/time the proposal is due.

(b) Cover Letter: A cover letter shall include the following:

(i) The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representations on behalf of the Proposer.

(ii) A statement that the person signing the letter of transmittal is authorized to legally bind the Proposer, and that the Proposer will comply with the requirements, terms and conditions outlined in the RFP.

(c) Executive Summary: Present a summary of your proposal including the Proposer's understanding of the project, solution highlights, key benefits and cost considerations to the Township.

(d) Collection strategy to be explained

- (i) number of attempts to contact defendants
- (ii) call backs
- (iii) contacts per week and per month
- (iv) call center hours of operation
- (v) on-line capabilities
- (vi) recording (percentage of inbound and outbound calls)
- (vii) archiving of calls
- (viii) credit bureau reporting
- (ix) ability to collect nationwide
- (x) warrant round-up programs
- (xi) payment options

(e) Qualifications and Experience: The Township is particularly interested in selecting a provider that has extensive experience providing debt collections services for government agencies. A minimum of three (3) years of experience in providing services similar to those requested. Vendors shall:

(i) Present the overall capabilities of the vendor and a brief description of the company's history as well as recent relevant experience (within the last three years).

(ii) Describe *your* firm, including the size (number of employees), areas of specialization, and a discussion of your firm's qualifications.

(iii) Identify *any* subcontractors that maybe assigned to this project including their respective qualifications and experience.

(f) References: Submit at least five (5) references for whom comparable services have been performed within the past three years. Include the contact name, email, phone and mailing address for each reference. Provide appropriate references for *any* subcontractors that may be assigned to these services.

(g) Financial Statements: Submit financial statements for the past two (2) years, prepared on an accrual basis, in a form which clearly indicates Bidder's assets, liabilities and net worth to include balance sheet, profit and loss/or income statement, cash flow statement.

(h) Litigation History: Submit a list outlining all lawsuits filed against the vendor for the past ten (10) years.

(i) Penalty History: Submit a list of all penalties and fines assessed against the vendor for the past ten (10) years including any penalties and fines assessed by any and all federal agencies, any and all state agencies and any and all regulatory agencies.

(j) Proposed Solution and Approach: Submit a description addressing each component of the Scope of Services section defined in the RPP. In addition, each vendor shall address the following detailed information:

(i) Explain how the vendor will provide the Township knowledge of referred account status and specify the timing of the receipt of reporting information.

(ii) Describe how the vendor will ensure "easy access" to account information and account assistance to internal users, such as the Township's departments.

(iii) Explain the manner in which the vendor will handle partial collections on accounts.

(iv) Describe the vendor's approach to handling settlement plans or installment plans with debtors for governmental agencies.

(v) Include an explanation of the vendor's reporting methodology along with sample reports.

(vi) Each vendor shall include a plan for implementation and ongoing management.

(vii) Each vendor shall include a preliminary implementation plan and schedule.

(viii) Each vendor shall describe any optional features or services that can be included to benefit the Township.

(k) Organization and Team: Each vendor shall identify the personnel and positions which shall perform services pursuant to this contract. Vendors shall include a detailed summary of each employee's background relative to similar contract. Each vendor shall also designate a Project Manager who shall directly work with the Township on any and all issues that may arise with the services. The Township expects that the project manager shall be available by telephone on all occasions for discussion with the Township's staff and shall be available for meetings either locally or by conference calls.

Each vendor shall submit the names and qualifications for all key personnel to be assigned to this contract. Each vendor shall identify, if applicable, any and all subcontractors and each subcontractor's personnel, their roles and what tasks are to be assigned.

(l) Proposal Deposit:

Please Note: This service is not considered a professional services (N.J.S.A. 40A:11-2(6)) and the Township does require a bid bond as well as a Fidelity bond in the amount of \$250,000.00 OR the vendor must maintain crime coverage insurance in the minimum amount of \$250,000.00 for the entire length of the contract.

A proposal deposit shall be submitted with each vendor's proposal in the form of a certified check, cashier's check, or bid bond in the amount of 10% of the amount set forth in the proposal based on the percent of the Township's debt portfolio listed in Section 1.3 of this RFP, but not to exceed \$20,000 (if applicable). Proposal deposits will be returned within three (3) working days after the award of the contract.

(m) A Certificate of Surety and Performance Bond are not required for this project.

(n) Each vendor shall submit a written acknowledgment that it will save harmless the Township from any action at law for damages because of any breach of contract or of the specifications, upon which same is based. The vendor shall further agree to comply with all applicable federal and state laws, regulations, and rules.

(o) Cost Proposal:

Each vendor shall submit a cost proposal which shall be listed as a percentage of the Township's debt portfolio listed in Section 3.1 of this RFP. This cost proposal shall constitute the "Administrative fee" as defined in the Supreme Court Procedures Governing the Private Collection of Municipal Court Debt (Appendix "A"). As required under the Supreme Court Procedures Governing the Private Collection of Municipal Court Debt, each vendor's cost proposal cannot exceed twenty-two percent (22%) of the Township's debt portfolio.

(p) Additional Mandatory Forms - **The following forms are mandatory and shall be submitted with the bid: FAILURE TO SUBMIT WILL RESULT IN REJECTION**

(i) Statement of Ownership Disclosure - COMPLETED & SIGNED \_\_\_\_\_  
(ii) Bid Proposal Form – COMPLETED & SIGNED \_\_\_\_\_

(iii) Addenda – SIGNED & ACKNOWLEDGED \_\_\_\_\_

(iv) Proposal Deposit \_\_\_\_\_

The Proposal Check List shall not constitute an exhaustive list of items required from each vendor. Each vendor shall be obligated to submit ALL required documents and information as set forth in the entire RFP.

## 5.0 Additional Instructions

- (a) Each bid should be signed in blue ink by the person authorized to do so.
- (b) Award of contract to the successful bidder shall be made within 60 days after receipt of the bids.
- (c) In case of default by the vendor the Township may procure the services from other sources and hold the vendor responsible for any excess cost over the contracted amount.
- (d) Equivalent Products – The designation of any item set forth in the RFP by trade name or the like is intended to be for the purpose of establishing a minimum standard for that item. A vendor may bid the trade name item or another item in its place which meets or exceeds the trade name specifications. No item which does not meet at least the specifications of the trade name item will be acceptable.
- (e) No interpretation of the meaning of the specifications will be made to any vendor orally. Every request for such interpretation MUST be in writing to the Purchasing Agent via fax (856-662-7416). All addenda issued will be forwarded to all registered bidders and shall become part of the contract. It is recommended that all vendors who download specifications from the website, register with the Purchasing Department at 856-488-7848 OR 856-432-8733.
- (f) Pursuant to N.J.S.A. 40A:11-18. American made goods and products shall be used where possible.
- (g) Each applicant/proposer shall submit one (1) original with original signatures marked “ORIGINAL” and should submit two (2) complete and exact copies of the original marked “COPY” of his/her proposal and should submit an electronic copy in the form of CD or flash drive.

## 6.0 Evaluation of Proposals

### 6.1 Evaluation Committee

The Township has issued this RFP and shall establish an evaluation committee to evaluate and rank the proposals submitted by the vendors.

### 6.2 Evaluation Criteria

The contract will be awarded to the vendor that best meets the Township’s needs. The following criteria shall be used for evaluating the proposals:

#### A. Technical Criteria –

Does the vendor utilize software that can accurately track the status of accounts?

Does the vendor utilize software which will provide the Township and its personnel with access to monitor the status of accounts to be collected by the vendor?

What is the level of security utilized by the vendor to insure that the information pertaining to the accounts are protected from unauthorized access?

Does the vendor's plan of implementation sufficiently meet the requirements set forth in this RFP?

Does the vendor's plan of implementation comply with all federal, state and local laws, rules, and ordinances?

Does the vendor's plan of implementation comply with the Supreme Court's Procedures Governing the Private Collection of Municipal Court Debt?

Does the vendor provide the best and most effective manner in which to collect all outstanding fines and penalties owed to the Township?

**B. Management Criteria –**

Does the vendor's prior experience reflect the type of services required under this RFP?

Does the vendor employ personnel with the qualifications, experience and knowledge to effectively perform the services required under this RFP? Do the vendor's references provide positive testimony regarding the vendor's abilities and qualifications?

Do the vendor's references provide positive testimony regarding the success of the vendor in collecting outstanding debts and obligations? Does the vendor have a history of violating federal law governing debt collection?

**C. Cost Criteria –**

Does the vendor's cost proposal comply with the requirements contained in the Supreme Court Procedures Governing the Private Collection of Municipal Court Debt?

Does the vendor's cost proposal provide the best economic advantage to the Township?

Will the vendor's cost proposal result in an excessive Administrative Fee which may affect the likelihood of collecting on the fines and penalties owed to the Township?

**Please attach your response to section 2.**

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**The successful bidder will be required to execute a form contract similar to the sample enclosed (Appendix C); however, the Township reserves the right to revise the form of contract. Please acknowledge below.**

**Signature** \_\_\_\_\_

**Name Printed** \_\_\_\_\_ **Date** \_\_\_\_\_

**COST  
P R O P O S A L  
Private Collection Agency of Municipal Debt Collection**

Percentage bid % \_\_\_\_\_

\_\_\_\_\_  
(Percentage in writing)

SIGNATURE \_\_\_\_\_  
(Signature and Title of Officer of Company authorized to execute a contract)

TITLE \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

Please provide a complete address of the facility used to perform the required services of this Request for Proposal.

\_\_\_\_\_  
\_\_\_\_\_

Please provide additional sheets to respond to all requirements of Request for Proposal.

A bid deposit is required in the form of a certified check, bid bond or cashier's check. *(See specifications)*

**The applicant/proposer shall submit one (1) original with original signatures marked "ORIGINAL" and should submit two (2) complete and exact copies of the original marked "COPY" of his/her proposal and should submit an electronic copy in the form of CD for flash drive.**

**SEALED PROPOSALS ADDRESSED TO PATTI CHACKER, TOWNSHIP CLERK, WILL BE RECEIVED UP TO 11:00 A.M. PREVAILING TIME ON AUGUST 1, 2024 AT WHICH TIME THEY WILL BE PUBLICLY OPENED AND READ BY THE TOWNSHIP PURCHASING AGENT OF THE TOWNSHIP OF CHERRY HILL IN ROOM 102, 820 MERCER STREET, CHERRY HILL, NJ**

**TOWNSHIP OF CHERRY HILL  
CAMDEN COUNTY, NEW JERSEY**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	Acknowledge Receipt (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____

**No Addenda were received**

**Acknowledged for:** \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

REQUIRED EVIDENCE  
AFFIRMATIVE ACTION REGULATIONS  
P.L. 1975, C. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, C127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

**OR**

2. A photocopy of approved Certificate of Employee Information Report.

**OR**

3. An Employee information Report (Form AA302).

4. All successful construction contractors shall submit within three (3) days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION  
REGULATIONS OF P.L.1975, C.127.

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The following questions shall be answered by all bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please submit a copy of such approval.

2. Do you have a Certificate of Employee Information Report Approval?

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L.1975, c.127 within the time frame.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Note: A contractor's bid shall be rejected as non-responsive if a contractor fails to comply with requirements of P.L. 1975, c.127, within the time frame.



**REVISED 2022**

**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. 17:27-1.1 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 through the Division's website at: [http://www.state.nj.us/treasury/contract\\_compliance](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.

**ATTACHMENT B – NEW JERSEY ANTI-DISCRIMINATION PROVISIONS  
N.J.S.A. 10:2-1 ET SEQ.**

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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

**ATTACHMENT C**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
Equal Opportunity for Individuals with Disability

The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (*42 U.S.C. 12101* 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.

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.

**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):*

<i>Name of Individual or Business Entity</i>	<i>Address</i>

**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.***

<b>Website (URL) containing the last annual SEC (or foreign equivalent) filing</b>	<b>Page #'s</b>

**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 non-corporate 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.*

<b><i>Stockholder/Partner/Member and Corresponding Entity Listed in Part II</i></b>	<b><i>Address</i></b>

**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 Township of Cherry Hill 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 the Township to notify the Township 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 Township to declare any contract(s) resulting from this certification void and unenforceable.

<i>Full Name (print)</i>		<i>Title</i>	
<i>Signature</i>		<i>Date</i>	

***Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal***

**TOWNSHIP OF CHERRY HILL  
CAMDEN COUNTY, NEW JERSEY**

**NON-COLLUSION AFFIDAVIT**

**State of New Jersey County of \_\_\_\_\_ SS:**

I \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (name of municipality)  
in the County of \_\_\_\_\_ and State of \_\_\_\_\_ of full age, being duly  
sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)  
the bidder making this Proposal for the bid proposal entitled \_\_\_\_\_,  
\_\_\_\_\_ and that I executed the said proposal with  
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the \_\_\_\_\_  
(name of contracting unit)

\_\_\_\_\_ relies upon the truth of the statements contained in said project Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Type or print name of affiant

Subscribed and sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public Signature  
Notary Public of \_\_\_\_\_  
My Commission expires \_\_\_\_\_ 20\_\_\_\_ .

**TOWNSHIP OF CHERRY HILL  
CAMDEN COUNTY, NEW JERSEY**

**BUSINESS REGISTRATION OF PUBLIC CONTRACTORS**

The New Jersey State Contractor Business Registration Program to local government contracts requires any "Business Organization" (meaning individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof) to submit a copy of their Business Registration Certificate when submitting a bid or proposal OR prior to award.

**FAILURE TO DO SO IS A FATAL DEFECT THAT CANNOT BE CURED**

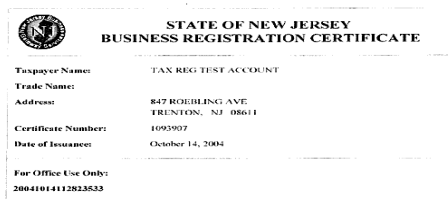
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**GOODS AND SERVICES CONTRACTS**

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 to submit proof of business registration to the contractor;
2. prior to receipt of final payment from a contracting agency, a contractor shall submit to the contracting agency an accurate list of all subcontractors or attest that none was 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 shall 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. Information on the law and its requirements is available by calling (609) 292-9292.



SAMPLE OF BUSINESS  
REGISTRATION CERTIFICATE

EITHER CERTIFICATE IS  
ACCEPTABLE AND  
RESPONSIVE



**STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT**

STATE OF NEW JERSEY

SS

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ of the City/Town/Township/Borough, etc.  
\_\_\_\_\_ in the County of \_\_\_\_\_ and the State of  
\_\_\_\_\_ being of full age and being duly sworn according to law on my oath depose  
and say that:

I am \_\_\_\_\_ an officer of the firm of  
\_\_\_\_\_, the bidder making the bid for the above named work and that I executed  
said bid with full authority to do so; that said bidder at the time of making of this bid is not included on the State of  
New Jersey, State Treasurer’s List of Debarred, Suspended and Disqualified Bidders; and that all statements  
contained in said bid and in this affidavit are true and correct, and made with the full knowledge that the Township  
of Cherry Hill, as the Owner, relies upon the truth of the statements contained in said bid and in the statements  
contained in this affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer’s  
List of Debarred, Suspended and Disqualified Bidders at any time prior to, and during the life of this Contract,  
including Guarantee Period, that the Local Unit shall be immediately so notified by the signatory of the Eligibility  
Affidavit.

The undersigned understands that the firm making the bid as Contractor is subject to debarment, suspension and/or  
disqualification in contracting with the State of New Jersey, if the Contractor pursuant to N.J.A.C.12:60-7.1 et seq,  
commits any of the acts listed therein, and as determined according to applicable law and regulation.

\_\_\_\_\_  
Signature with Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Firm Name

Subscribed and sworn before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
\_\_\_\_\_

Notary Public of \_\_\_\_\_

My Commission Expires \_\_\_\_\_, 20\_\_\_\_

## **C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

### **Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of N.J.S.A. 19:44A-20.26. This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

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

The disclosure must list reportable contributions to any of the committees that exceed \$200 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

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

The contractor must also complete the attached Ownership Disclosure Certification. This will assist the agency in meeting its obligations under the law.

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM  
 Required Pursuant To N.J.S.A. 19:44A-20.26**

**This form or its permitted facsimile must be submitted to the local unit  
 no later than 10 days prior to the award of the contract.**

**Part I – Vendor Information**

Vendor Name:			
Address:			
City:	State:	Zip:	

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title

**Part II – Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$200 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued

**Disclosure of Investment Activities in Iran**



<b>Person or Entity</b>	
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**Part 1: Certification**

COMPLETE PART 1 BY CHECKING **EITHER BOX.**

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, 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 parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at [www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may 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.

<input type="checkbox"/>	<p><i>I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof 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 below.</i></p>
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**OR**

<input type="checkbox"/>	<p><i>I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.</i></p>
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**Part 2: Additional Information**

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

**Part 3: Certification of True and Complete Information**

*I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.*

*I acknowledge that the **TOWNSHIP OF CHERRY HILL** 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 any contracts with the **TOWNSHIP OF CHERRY HILL** to notify the **TOWNSHIP OF CHERRY HILL** 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 agreement(s) with the **TOWNSHIP OF CHERRY HILL** and that the **TOWNSHIP OF CHERRY HILL** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

<b>Full Name (Print)</b>		<b>Title</b>	
<b>Signature</b>		<b>Date</b>	

**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS**

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter “Vendor<sup>i</sup>”) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of “Vendor” below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:  
*(Check the Appropriate Box)*

- A.  That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).  
**OR**
- B.  That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).  
**OR**
- C.  That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor’s activity related to Russia and/or Belarus is consistent with federal law is set forth below.

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*(Attach Additional Sheets If Necessary.)*

Signature of Vendor’s Authorized Representative	Date
Print Name and Title of Vendor’s Authorized Representative	Vendor’s FEIN
Vendor’s Name	Vendor’s Phone Number
Vendor’s Address (Street Address)	Vendor’s Fax Number
Vendor’s Address (City/State/Zip Code)	Vendor’s Email Address

<sup>i</sup> Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

# APPENDIX A

**GLENN A. GRANT, J.A.D.**  
Acting Administrative Director of the Courts

www.njcourts.com • Phone: 609-984-0275 • Fax: 609-984-6968

**To: Municipal Court Judges  
Municipal Court Directors  
Municipal Court Administrators**

**From: Glenn A. Grant, J.A.D.**

**Subj: Procedures Governing the Private Collection of Municipal Court Debt**

**Date: March 31, 2011**

On January 16, 2010, L. 2009, c. 233 was signed into law. Among other provisions, the law authorizes the governing body of a municipality or the governing body of a county having a central municipal court to enter into a contract with a private collection agency or firm for the purpose of collecting outstanding municipal court debt. Pursuant to the legislation, an administrative fee, not to exceed 22% of the amount collected, is to be paid to the private collection agency or firm to pay for the cost of collection. The law further provides that the use of private collection agencies for these purposes shall be governed by rules and procedures adopted by the Supreme Court.

I am pleased to attach a copy of the *Supreme Court Procedures Governing the Private Collection of Municipal Court Debt Under L. 2009, c. 233*. This document, which codifies the procedures for using private collection agencies to collect outstanding municipal court debt, was approved by the Supreme Court at its March 8, 2011 Administrative Conference and is intended to standardize practices. In addition to specifying the procedures to be followed by municipal courts, the document provides guidance for participating municipalities and private collection agencies and firms. The document also outlines procedures to be followed by the Administrative Office of the Courts.

Of particular importance is that municipalities must receive approval from this office prior to entering into a contract with a private collection agency or firm (see Procedure 6.1). Additionally, only cases in which the court has exhausted all of its enforcement remedies are eligible for collection. As defined in Procedure 6.2, a court has exhausted its enforcement remedies when a defendant is delinquent on a time payment order and his/her case has been in one of the following statuses for a minimum of one year: the defendant's driver's license has been suspended, the defendant's vehicle registration has been suspended, or a warrant has been issued for the defendant's arrest.

Please feel free to forward a copy of these procedures to your governing body. For convenience, an electronic copy is available to municipal leaders and the public through the Judiciary's Internet site, which can be accessed at [www.njcourtsonline.com](http://www.njcourtsonline.com). It has also been posted on the Judiciary's Infonet site (on the Municipal Court Services home page), which is available to court staff.



If you have any questions regarding these procedures, please contact Debra Jenkins, Assistant Director for Municipal Court Services at 609-984-8241.

G.A.G.

enclosure

cc: Chief Justice Stuart Rabner  
Assignment Judges  
Presiding Judges-Municipal Courts  
Steven D. Bonville, Chief of Staff  
AOC Directors and Assistant Directors  
Robert W. Smith, Director  
Debra Jenkins, Assistant Director  
Trial Court Administrators  
Municipal Division Managers  
Daniel Smith, Chief  
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**SUPREME COURT PROCEDURES GOVERNING THE PRIVATE  
COLLECTION OF MUNICIPAL COURT DEBT  
UNDER L. 2009, C. 233**

**Promulgated March 31, 2011**

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L. 2009, c. 233

## Preface

The New Jersey Judiciary, Municipal Court Services Division, is releasing procedures and guidelines for implementing L. 2009, c. 233, Private Collection of Municipal Court Debt.

The law permits the governing body of the municipality or county 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.

**SUPREME COURT PROCEDURES GOVERNING  
THE PRIVATE COLLECTION OF MUNICIPAL  
COURT DEBT UNDER L. 2009, c. 233.  
[Procedures Promulgated March 31, 2011]**

**1.0 Purpose**

- 1.1 Herein are procedures for the private collection of municipal court debt in order to implement the provisions of L. 2009, c. 233 ("the statute"), as set forth in appendix B, which authorizes municipalities and counties with a central municipal court to contract with private collection agencies to collect outstanding municipal court debt.
- 1.2 These procedures provide guidance to municipalities, counties, municipal courts and private collection agencies consistent with the provisions of the statute.

**2.0 Definitions**

- 2.1 "ACS" means the Automated Complaint System, which is a computer system operated by the New Jersey Judiciary to track all the non-traffic complaints filed in New Jersey's municipal courts.
- 2.2 "Adjudicated case" means a case in which the court has made a final determination of guilt (for example, a finding of guilty, an acceptance of a guilty plea).
- 2.3 "Administrative fee" means the fee authorized by the municipality or county, not to exceed 22% of the amount collected, to be assessed by a private collection agency to pay for the costs of collection as authorized by N.J.S.A. 40:48-5a and N.J.S.A. 40:23-6.53.
- 2.4 "AOC" means the New Jersey Administrative Office of the Courts.
- 2.5 "ATS" means the Automated Traffic System, which is a computer system operated by the New Jersey Judiciary to track all the traffic complaints filed in New Jersey's municipal courts.

- 2.6 "Blanket surety bond" for the purposes of these procedures means broad insurance covering a number of projects or employees which protects the insured against financial loss.
- 2.7 "Central municipal court" means a municipal court established by county ordinance pursuant to N.J.S.A. 2B:12-1(e), which adjudicates cases filed by agents of the county health department, members of the county police department and force, or county park police system, or such other cases within its jurisdiction referred by the vicinage Assignment Judge pursuant to the Rules of Court.
- 2.8 "Civil judgment form" for the purposes of these procedures means a document for use by the municipal court in filing a civil judgment against the debtor in Superior Court for the debtor's failure to pay debt.
- 2.9 "COLL" means a four digit code in the New Jersey Judiciary's ATS and ACS systems indicating that a defendant's case is in collection status.
- 2.10 "Delinquent time payment" means a situation in which a defendant has failed to comply with a court-ordered time payment plan (see time payment).
- 2.11 "FTP/SFTP" means 'File Transfer Protocol/Secure File Transfer Protocol', a standard communications protocol that allows two separate entities or agencies to exchange files electronically in a uniform and trusted manner.
- 2.12 "Municipal court" means an inferior court of limited jurisdiction established pursuant to N.J.S.A. 2B:12-1.
- 2.13 "New Jersey Judiciary" means the judicial branch of State government, which is constitutionally entrusted with the administration of all courts within the State of New Jersey, including, but not limited to, the municipal courts.
- 2.14 "Outstanding monies" means delinquent fees, fines, costs, surcharges, and other penalties or assessments imposed by a municipal court that are owed after a final determination of guilt by the municipal court.
- 2.15 "Page Center" means an electronic reporting software program used by the New Jersey Judiciary that contains municipal court reports and notices.
- 2.16 "Private collection agency" for the purposes of these procedures means any private agency or firm that engages in the collection of any debts, or

which regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due to another.

- 2.17 "Time payment" means a payment schedule approved by the court whereby the defendant agrees to pay the money owed to the court in installments over a court-approved period of time.

### **3.0 Process Overview**

- 3.1 Municipal courts shall attempt to make collections of outstanding monies via "all judicial enforcement remedies permitted by law or court rule." N.J.S.A. 2B:19-6(a).
- 3.2 After exhausting these remedies, a municipality or county may request authorization from the Administrative Director of the Courts to collect unpaid outstanding monies by entering into a contract with a private collection agency.
- 3.3 The authorization of the Administrative Director of the Courts shall be contingent upon the municipality or county demonstrating to the Administrative Director of the Court's satisfaction that the municipality or county shall adhere to the procedures set forth in this document.
- 3.4 Upon receipt of authorization from the Administrative Director of the Courts to do so, the municipality or county may contract with a private collection agency in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and its applicable regulations.
- 3.5 Prior to implementation of the contract, the municipality or county shall send to the Administrative Director of the Courts a copy of the contract with the private collection agency, which sets forth, among other provisions, the amount of the administrative fee to paid by the debtor, and any documents proposed to be used as part of the services performed by the private collection agency.
- 3.6 The municipality or county may authorize the assessment of a fee, not to exceed 22% of the amount collected, to be assessed by the private collection agency to pay for the costs of collection.
- 3.7 The private collection agency shall instruct the debtor to make all payments, including the administrative fee, directly to the municipal court.
- 3.8 The municipal court shall forward all private collection agency administrative fees processed during the previous month to the private collection agency.

This process will be carried out through the provisions detailed below.

**4.0 Obtaining Administrative Director of the Court's Authorization to Utilize a Private Collection Agency**

- 4.1 Municipalities or counties shall submit a request for the Administrative Director of the Courts' authorization to the following address:  
Administrative Office of the Courts; Municipal Court Services Division; PO Box 986; Trenton, New Jersey 08625-0037.
- 4.2 Requests shall provide information and documentation demonstrating that the municipal court has exhausted all judicial enforcement remedies permitted by law or court rule and shall contain a specific request for authorization to utilize the services of a private collection agency for the purposes of collecting unpaid monies.
- 4.3 The municipality or county shall demonstrate to the Administrative Director of the Courts' satisfaction that it shall adhere to the Guidelines contained in Appendix A.
- 4.4 The Administrative Director of the Courts shall respond to the municipality's or county's request in one of the following manners:
  - 4.4.1 Provide authorization to enter into a contract with a private collection agency; or
  - 4.4.2 Request further information from the municipality or county in order to make a determination; or
  - 4.4.3 Deny the municipality's or county's request to enter into a contract with a private agency.

**5.0 Responsibilities of the Administrative Office of the Courts (AOC)**

- 5.1 The AOC shall provide timely review of all requests for authorization to use a private collection agency.
- 5.2 The AOC shall generate regularly scheduled files (daily and weekly) to be placed on a File Transfer Protocol (FTP) computer server for private collection agencies to access and download to their computer systems. The files shall contain information on the cases being forward to the private collection agency for collection.
- 5.3 The AOC shall generate regularly scheduled reports (daily and weekly) to be available on Page Center, which the municipal court can send to the



private collection agency. The report shall contain information on the cases being forward to the private collection agency for collection.

- 5.4 The AOC may conduct an evaluation of any or all of the cases provided to the private collection agency pursuant to the contract between the private collection agency and the municipality or county.

## **6.0 Responsibilities of the Municipality/Municipal Court**

- 6.1 Prerequisites for municipality entering into contract with private collection agency:

The following requirements must be met in order for the governing body of a municipality to enter into contract with a private collection agency to collect delinquent fees, fines, costs, surcharges and other penalties or assessments imposed by a municipal court:

- a) There has been a final determination of guilt by the municipal court;
- b) The municipal court has exhausted all judicial enforcement remedies permitted by law or court rule; and
- c) The municipality has obtained the authorization of the Administrative Director of the Courts to collect the outstanding monies through a private collection agency.

- 6.2 Exhaustion of all judicial enforcement remedies

A municipal court is deemed to have exhausted all of its enforcement remedies when a defendant is delinquent on a time payment and the defendant's case has been in one of the following statuses for a minimum of one year:

- a) The defendant's driver's license has been suspended; or
- b) The defendant's vehicle registration has been suspended; or
- c) A warrant has been issued for defendant's arrest.

- 6.3 Upon receipt of authorization from the Administrative Director of the Courts to contract with a private collection agency, the municipality may contract with a private collection agency in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and its applicable regulations.

- 6.4 Prior to implementing the provisions of the contract, the municipal court judge and representatives from the municipality and the private collection agency shall meet to discuss the implementation of procedures, clarification of billing and other processes relating to the contract. This meeting shall take place within 30 days of signing the contract, unless otherwise agreed upon by the parties.
- 6.5 All written notices, letters and telephone scripts to be used by the private collection agency shall be approved by the municipal court judge prior to their use.
- 6.6 When the municipality satisfies the prerequisites set forth in Section 6.1, above, the municipal court shall send a final notice to the defendant indicating that the case will be transferred to a collection agency if the matter is not satisfactorily addressed within 30 days.
- 6.7 If the matter has not been addressed to the court's satisfaction within the 30 day period, the municipal court may forward the case to the private collection agency.
- 6.8 Once a case has been transferred to the private collection agency for collection, it will be considered in "collection account status" (as indicated by "COLL" in the New Jersey Judiciary's state computer system).
- 6.9 The municipality may authorize the assessment of an administrative fee, not to exceed 22% of the amount collected, by the private collection agency to pay for the costs of collection.
- 6.10 The municipal court shall forward all administrative fees processed during the previous month to the private collection agency on a monthly basis.

#### **7.0 Responsibilities of Counties with a Central Municipal Court**

- 7.1 Prerequisites for a county with a central municipal court entering into contract with a private collection agency:

The following requirements must be met in order for the governing body of a county to enter into contract with a private collection agency to collect delinquent fees, fines, costs, surcharges and other penalties or assessments imposed by a central municipal court:

- a) There has been a final determination of guilt by the central municipal court; and

- b) The central municipal court has exhausted all judicial enforcement rules permitted by law or court rule.

**7.2 Exhaustion of all judicial enforcement remedies**

A central municipal court is deemed to have exhausted all of its enforcement remedies when a defendant is delinquent on a time payment and the defendant's case has been in one of the following statuses for a minimum of one year:

- a) The defendant's driver's license has been suspended; or
- b) The defendant's vehicle registration has been suspended; or
- c) A warrant has been issued for defendant's arrest.

**7.3** If the county has satisfied the prerequisites set forth in Section 7.1, above, the county may contract with a private collection agency in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and its applicable regulations.

**7.4** Prior to implementing the provisions of the contract, the central municipal court judge and representatives from the county and the private collection agency shall meet to discuss the implementation of procedures, clarification of billing and other processes relating to the contract. This meeting shall take place within 30 days of signing the contract, unless otherwise agreed upon by the parties.

**7.5** All written notices, letters and telephone scripts to be used by the private collection agency shall be approved by the central municipal court judge prior to their use.

**7.6** When the county satisfies the prerequisites set forth in Section 7.1, above, the central municipal court shall send a final notice to the defendant indicating that the case will be transferred to a collection agency if the matter is not satisfactorily addressed within 30 days.

**7.7** If the matter has not been addressed to the court's satisfaction within the 30 day period, the central municipal court may forward the case to the private collection agency.

**7.8** Once a case has been transferred to the private collection agency for collection, it will be considered in "collection account status" (as indicated by "COLL" in the New Jersey Judiciary's state computer system).

- 7.9 The county may authorize the assessment of an administrative fee, not to exceed 22% of the amount collected, by the private collection agency to pay for the costs of collection.
- 7.10 The central municipal court shall forward all administrative fees processed during the previous month to the private collection agency on a monthly basis.

## **APPENDIX A**

### **1.0 Guidelines for Contracting with a Private Collection Agency**

**In contracting with a private collection agency, the municipality or county shall ensure that the private collection agency adheres to the following guidelines.**

#### **1.1 General**

- 1.1.1 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.**
- 1.1.2 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.**
- 1.1.3 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 systems.**
- 1.1.4 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.**
- 1.1.5 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.**
- 1.1.6 The private collection agency shall institute collection activities in accordance with these regulations on all debts received from the municipal court.**
- 1.1.7 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.**

- 1.1.8 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.
- 1.1.9 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.
- 1.1.10 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.
- 1.1.11 The private collection agency shall complete and submit to the municipal court a civil judgment form for every case returned uncollected.
- 1.1.12 The private collection agency may not undertake any litigation in regard to its collection activities under its contract with the municipality or county.
- 1.1.13 The private collection agency shall accept electronic files 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 converting AOC supplied information or report data from the municipal court to the private collection agency's computer system.
- 1.1.14 The private collection agency shall instruct the debtor to make all payments, including the administrative fee, directly to the municipal court.
- 1.1.15 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.
- 1.1.16 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.

1.1.17 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.

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

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

1.1.20 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.

## 1.2 Subcontractors

1.2.1 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.

1.2.2 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.

1.2.3 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.

1.2.4 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.

## 1.3 Reporting

1.3.1 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:

a) 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.

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

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

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

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

1.3.4 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.

1.3.5 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.

1.3.6 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.



## 1.4 Insurance

- 1.4.1 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.
- 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 or county from loss.
- 1.4.3 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 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 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.
- 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 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:

- 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 or county as a result of one occurrence.
- b) Property damage insurance in an amount specified by the municipality or county.

**1.5 Access to Judiciary Data**

- 1.5.1 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.

# APPENDIX B

## APPENDIX B

### CHAPTER 233

AN ACT concerning private contracts for the collection of certain debts owed to the government and amending P.L.1995, c.9, P.L.2000, c.126, P.L.1983, c.208, and N.J.S.40A:4-39.

**BE IT ENACTED** by the Senate and General Assembly of the State of New Jersey:

1. Section 6 of P.L.1995, c.9 (C.2B:19-6) is amended to read as follows:

C.2B:19-6 Transfer of matters involving the collection of monies.

6. a. All matters involving the collection of monies in the Superior Court and Tax Court which have not been resolved in accordance with an order of the court may be transferred, pursuant to court rule, to the comprehensive enforcement program for such action as may be appropriate. As an alternative to, or in addition to, the use of the comprehensive enforcement program, the Administrative Director of the Courts may contract with a private agency or firm to collect any outstanding monies payable to the Superior Court, the Tax Court, or the municipal courts. Outstanding monies payable to a municipal court means monies owed after a final determination of guilt by a municipal court and only when the municipal court has exhausted all judicial enforcement remedies permitted by law or court rule. The use of private collection agencies to collect outstanding monies payable to the Superior Court, the Tax Court and municipal courts shall be governed by rules and procedures adopted by the Supreme Court. The Administrative Director of the Courts may authorize the assessment of an administrative fee by a private agency or firm not to exceed 22% of the amount collected to be paid by the defendant to the private collection agency to pay for the costs of collection.

b. (1) A municipal court may request that all matters which have not been resolved in accordance with an order of that court be transferred to the comprehensive enforcement program in accordance with the provisions of section 9 of P.L.1995, c.9 (C.2B:19-9) for such action as may be appropriate. All monies collected through the comprehensive enforcement program which result from the enforcing of orders transferred from any municipal court shall be subject to the 25% deduction authorized pursuant to section 4 of P.L.1995, c.9 (C.2B:19-4) except for monies collected in connection with the enforcement of orders related to parking violations.

(2) (Deleted by amendment, P.L.2009, c.233)

c. The Chief Administrator of the New Jersey Motor Vehicle Commission may refer matters of surcharges imposed administratively under the New Jersey Merit Rating Plan in accordance with the provisions of section 6 of P.L.1983, c.65 (C.17:29A-35) which have not been satisfied to the comprehensive enforcement program in accordance with the procedures established pursuant to section 4 of P.L.1997, c.280 (C.2B:19-10) to be reduced to judgment and for such additional action as may be appropriate. All monies collected through the comprehensive enforcement program which result from the collection of these surcharge monies shall be subject to the 25% deduction authorized pursuant to section 4 of P.L.1995, c.9 (C.2B:19-4).

d. (1) At the request of the Public Defender, the Clerk of the Superior Court shall refer every unsatisfied lien, filed by the Public Defender, to the comprehensive enforcement program for collection. All monies collected through the comprehensive enforcement program which result from the collection of these liens shall be subject to the deduction authorized pursuant to section 4 of P.L.1995, c.9 (C.2B:19-4).

(2) Upon satisfaction of a public defender lien through the comprehensive enforcement program, the comprehensive enforcement program shall notify the Clerk of the Superior Court within 10 days of satisfaction and the satisfaction of the lien shall be entered in the Superior Court Judgment Index.

2. Section 37 of P.L.2000, c.126 (C.40:23-6.53) is amended to read as follows:

C.40:23-6.53 Contracts for collection of delinquent fees, fines.

37. The governing body of any county may enter into a contract with a private agency or firm for the purpose of collecting delinquent fees, fines, costs, surcharges, and other penalties or assessments imposed, after a final determination of guilt, by a central municipal court established pursuant to subsection e. of N.J.S.2B:12-1. The use of private agencies or firms to collect delinquent fees, fines, costs, surcharges and other penalties or assessments imposed by a central municipal court shall be in accordance with rules or procedures adopted by the Supreme Court. Any such contract shall be made pursuant to the provisions of the "Local Public Contracts Law," P.L.1971, c.198 (C.40A:11-1 et seq.). The governing body of any county may authorize the assessment of a fee by a private agency or firm not to exceed 22% of the amount collected to be paid by the debtor to the private agency or firm to pay for the costs of collection.

3. Section 1 of P.L.1983, c.208 (C.40:48-5a) is amended to read as follows:

C.40:48-5a Contract for collection services between municipality, private entity.

1. The governing body of any municipality may enter into contract with a private agency or firm for the purpose of collecting delinquent fees, fines, costs, surcharges and other penalties or assessments imposed, after a final determination of guilt, by a municipal court. The governing body of any municipality may proceed only when the court has exhausted all judicial enforcement remedies permitted by law or court rule and the Administrative Director of the Courts has authorized collection through a private agency or firm. The use of private agencies or firms to collect delinquent fees, fines, costs, surcharges, and other penalties or assessments imposed by a municipal court shall be in accordance with rules or procedures adopted by the Supreme Court. Any such contract shall be made and awarded pursuant to the provisions of the "Local Public Contracts Law," P.L.1971, c.198 (C.40A:11-1 et seq.). The governing body of any municipality may authorize the assessment of a fee by a private agency or firm not to exceed 22% of the amount collected to be paid by the debtor to the private agency or firm to pay for the costs of collection.

4. N.J.S.40A:4-39 is amended to read as follows:

Anticipation of dedicated revenues.

40A:4-39. a. In the budget of any local unit, dedicated revenues anticipated during the fiscal year from any dog tax, dog license, revenues collected pursuant to N.J.S.18A:39-1.2, solid fuel license, sinking fund for term bonds, bequest, escheat, federal grant, motor vehicle fine dedicated to road repairs, relocation costs deposited into a revolving relocation assistance fund established pursuant to section 2 of P.L.1987, c.98 (C.20:4-4.1a), fee revenues collected in connection with recreation programs operated pursuant to section 2 of P.L.1999, c.292 (C.40:48-2.56), receipts from franchise assessments levied pursuant to section 4 of P.L.1995, c.173 (C.40A:12A-53) to be retained by the municipality, refund payments from a joint insurance fund deposited into a joint insurance revolving fund established pursuant to section 12 of P.L.1996, c.113 (C.40A:10-36.2), fee revenues collected in connection with the "Attorney Identification Card Program" pursuant to section 1 of P.L.2009, c.11 (C.40A:4-22.2), fee revenues imposed on delinquent amounts owed to the county or municipality and collected pursuant to section 37 of P.L.2000, c.126 (C.40:23-6.53) (as amended by section 2 of P.L.2009, c.233) or section 1 of P.L.1983, c.208 (C.40:48-5a) (as amended by section 3 of P.L.2009, c.233), and, subject to the prior written consent of the director, other items of like character when the revenue is not subject to reasonably accurate estimate in advance, may be included in said budget by annexing to said budget a statement in substantially the following form:

"The dedicated revenues anticipated during the year ..... from ..... (here insert one or more of the sources above, as the case may be) are hereby anticipated as revenue and are hereby appropriated for the purposes to which said revenue is dedicated by statute or other legal requirement."

b. Dedicated revenues included in accordance with this section shall be available for expenditure by the local unit as and when received in cash during the fiscal year. The inclusion of such dedicated revenues shall be subject to the approval of the director, who may require such explanatory statements or data in connection therewith as the director deems advisable for the information and protection of the public.

5. This act shall take effect immediately.

Approved January 16, 2010.

# APPENDIX C



**AGREEMENT FOR  
DEBT COLLECTION 2024**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the **TOWNSHIP OF CHERRY HILL**, a municipal corporation of the State of New Jersey, with its principal offices located at 820 Mercer Street, Cherry Hill, NJ 08002 (“Township”), and **AGENCY** (hereinafter called “Agency”).

**WITNESSETH THAT:**

**WHEREAS**, the Township, together with the Township of Cherry Hill Municipal Court (“Municipal Court”), in collaboration with the New Jersey Administrative Office of the Courts (“AOC”), the New Jersey State Supreme Court and other program stakeholders, desires to effect the collection of certain debts owed to the Township and Municipal Court in conformance with relevant laws and regulations; and

**WHEREAS**, the Agency possesses specialized qualifications, resources and capabilities to effect the collection of such debts; and

**WHEREAS**, the appointment of Agency was authorized by N.J.S.A. 40A:11-1 et seq., N.J.S.A. 19:44A-20.4, Township Ordinances 2007-21 and 2008-9 and Township Resolutions 2006-1-51 and 2008-10-10.

**NOW, THEREFORE**, it is hereby agreed between Township and Agency that Agency shall furnish all labor, materials, supplies and equipment, and perform all work required to meet the RFP Specifications (Attachment D) and detailed in Agency’s Proposal (Attachment E) as hereinafter set forth.

**IT IS HEREBY AGREED** as follows:

1. Related Documents.

It is agreed by and between the Township and the Agency that the following documents are made attachments to this contract and form parts of this Agreement:

Attachment A. Resolution No. \_\_\_\_\_ of the Township of Cherry Hill authorizing the award of the contract.

Attachment B. Relevant Laws, Procedures and Guidelines established by the New Jersey Legislature, Supreme Court and Administrative Office of the Courts.

Attachment C. RFP Specifications.

Attachment D. Agency’s Proposal and acknowledgement to addenda and clarifications.

2. Term of Contract.

Contract shall commence upon authorization by the Township Council and receipt of formal written approval from the AOC approving this fully executed Agreement and shall expire one (1) year from

commencement date. The contract may be extended by mutual written agreement of the parties for extension terms of up to one (1) year each, for a maximum of two (2) extensions.

### 3. Termination of Contract.

3.1 Termination for Causes. If, through any cause, Agency shall fail to fulfill in a timely and proper manner its obligations under the Agreement, or if Agency shall violate any of the covenants, agreements or stipulations of this Agreement, the Township shall thereupon have the right to demand a plan to cure such violations within ten (10) days of written notice. If this plan to cure is thereafter deemed unsatisfactory or fails to be executed, the Township may terminate this Agreement by giving written notice to Agency of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination.

3.2 Termination for Convenience. This Agreement may be terminated by either party with thirty (30) days written notice during the term of this Agreement for any reason or without reason. All terms, including those related to compensation, are binding upon both parties up to and including the effective date of termination.

### 4. Mandatory Language.

Township and Agency further agree to incorporate into this contract the mandatory language of subsection 7.4(a) and (b) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the Agency or sub-agency agrees to comply fully with the terms, provisions and obligations of subsection 7.4(a) and (b).

### 5. General Agency Performance.

5.1 Agreement to Collect. Agency agrees to provide debt collection services to Township in compliance with all applicable laws, regulations, licensing requirements and bonding requirements. Debt shall be defined under this Agreement as "any and all delinquent fees, fines, costs, surcharges and other penalties or assessments imposed, after a final determination of guilt by a municipal court, relating to criminal, traffic and parking cases.

5.2 Adherence to ACA Code. Agency will abide by the standards set by the American Collectors Association, Inc. (ACA), which includes the ACA Code of Ethics and the ACA Code of Operations.

5.3 Insurance and Bond Code. Agency will maintain at least the minimum level of insurance and/or bond coverage which is required by the ACA and state law in all jurisdictions in which it is engaging in collection activity to collect debts placed with it by the Township.

5.4 Licenses and Certificates of Authority. Agency will maintain all licenses and certificates of authority which are required by law in each state in which it is engaging in regulated collection activity with regard to debts placed with it by Township.

5.5 Methods of Debt Collection. Agency shall use only ordinary and reasonable collection efforts as permitted by law and shall comply at all times with the Fair Debt Collection Practices Act (FDCPA), the Fair Credit Reporting Act (FCRA) and all other applicable state, federal and local laws and regulations.

5.6 The Agency shall be responsible for the handling of private court collection of Municipal Court debt. They will direct their sole and personal attention to all private court collection matters concerning Municipal Court debt and personally direct the work of para-professionals in their company.

5.7 The Agency shall conduct frequent liaison with the Mayor and other appropriate Township officials.

## 6. Specific Agency Performance.

### 6.1 General.

1. The 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.
2. The 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 Agency for any other purpose.
3. The Agency shall allow employees of the Municipal Court and the AOC secure access to the Municipal Court collection accounts on the Agency's computer systems.
4. The Agency shall provide to the Municipal Court all manuals, handbooks and documentation for the specified systems services and websites. The Agency shall also be required to provide accessories and supplies as may be necessary.
5. All systems, services and websites developed in response to these regulations shall be available for demonstration at the Municipal Court prior to the start of debt collections.
6. The Agency shall institute collection activities in accordance with these regulations on all debts received from the Municipal Court.
7. The Agency or any of its employees may not be a creditor, an officer or an employee of the Township of Cherry Hill.
8. The Agency and its personnel may not in any way represent themselves as employee of the Township of Cherry Hill.
9. The 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.
10. Upon learning that a debtor is deceased, the Agency shall notify the Municipal Court and shall immediately cease all collection efforts with respect to that debtor.

11. The Agency shall complete and submit to the Municipal Court a civil judgment form for every case returned uncollected.
12. The Agency may not undertake any litigation in regard to its collection activities under its contract with the Township.
13. The Agency shall accept electronic files from the AOC on behalf of the Municipal Court or reports from the Municipal Court identifying cases selected for collection. The Agency shall be responsible for converting AOC supplied information or report dates from the Municipal Court to the Agency's computer system.
14. The Agency shall instruct the debtor to make all payments, including the administrative fee, directly to the Township of Cherry Hill Municipal Court, 820 Mercer Street, Cherry Hill, New Jersey 08002.
15. The 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.
16. The Agency shall have the ability to obtain the most recent addresses of persons who owe money from outstanding time and payment orders. These debts shall be sent to the Agency for collection services. New address information obtained by the Agency shall be made available to the Municipal Court.
17. The 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.
18. The Agency shall discontinue all collection activities immediately upon notification that the debtor's account is paid in full.
19. Termination or suspension of the contract shall be done in accordance with the provision contained in Section 3 of the Agreement.
20. Upon termination or suspension of the contract, the Agency shall provide the AOC with a timely report of the final status of all current collection cases.

#### 6.2 Sub-Agencies.

1. The Agency may contract with a third-party sub-agency to perform collection services under this Agreement.
2. Subcontracting of any work by the Agency shall not relieve the Agency of its full obligations under the contract. The Agency shall notify and receive the approval of the municipality before hiring any sub-agencies for work specified in the contract.

3. The sub-agency 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.
4. The sub-agency or any of its employees may not be a creditor, an officer or an employee of the municipality that has contracted with the Agency.

### 6.3 Reporting.

1. The 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 Agency shall use to report collection and status of accounts. Minimum reporting requirements are as follows:
  - a. A list in last name sequence of all open accounts indicating the status of those accounts. The report shall also indicate the Agency's efforts and results for obtaining address information.
  - b. A list in last name sequence of all payment information transmitted by the Municipal Court to the Agency since the previous report.
  - c. A list of accounts against which collection efforts have begun, including recommended actions to be taken regarding problem collection accounts.
2. The Agency shall provide all reports as required by the contract in accordance with the agreed upon schedule for providing each as follows:
  - a. Monthly/Quarterly Reports: To be provided within ten (10) business days of end of month/quarter.
  - b. Annual Reports (conforming to fiscal year schedule ending June 30): To be provided within thirty (30) days of end of fiscal year.
  - c. Ad Hoc Reporting: To be provided within seven (7) days or as agreed by parties.
3. The Agency shall provide revenue estimates for annual budget purposes, as requested by the Municipal Court.
4. The Agency shall instruct debtors to notify it of any address or name changes. The Agency shall note these changes in its file, in addition to maintaining the name and address given by the Municipal Court. The Agency shall promptly notify the Municipal Court of any name or address changes of which it becomes aware.
5. The Agency will report information regarding debts placed with it for collection in accordance with the Agreement to the following Consumer Reporting Agencies: Equifax, Experian and Trans Union. Agency agrees to comply with the Fair Credit Reporting Act (FCRA) and all

applicable state and federal laws in making such reports. In addition, Agency shall report uncollected debt to an independent credit reporting agency only when the following conditions are satisfied:

- a. Contactor has submitted a list of accounts which are nominated for submission to an independent credit reporting agency, which shall occur on a periodic basis no less frequently than semi-annually;
  - b. The Township has authorized in writing which accounts are approved for reporting to an independent credit reporting agency.
6. If the Agency has reported an uncollected debt to an independent credit reporting agency, upon satisfaction of the debt, the Agency shall immediately notify the independent credit reporting agency of the satisfaction.

#### 6.4 Access to Judiciary Data.

1. The Administrative Director of the Courts may immediately suspend, without notice, the Agency's access to Judiciary computer systems if any of the 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 ATC/ACS.

#### 6.5.1 Services and Operations.

1. In executing their obligations under the Agreement, both parties will utilize and follow certain standards, templates, scripts and formats, including but not limited to, reporting formats, communication scripts, document processes and other operational functions. These procedures must conform at all times with the laws, procedures and guidelines established by the New Jersey Legislature, the New Jersey Supreme Court and the New Jersey Administration Office of the Courts (AOC). An example of a specific operational procedure which would be subject to conformance with these laws, procedures and guidelines is documented in Exhibit A, Sample Phone Scripts. Such operational functions may be altered during the course of the Agreement by mutual consent between the parties, subject to the ongoing conformance with relevant laws, procedures and guidelines.

### 7. Township Performance.

7.1 Authority to Collect. Township hereby authorizes Agency to use any and all legal means to collect the debt placed with Agency by Township.

7.2 Ownership of Debts. The Township shall maintain ownership of all debts placed with Agency for collection under this Agreement. Township maintains legal rights and title to these accounts unless other arrangements are made in writing between the parties.

7.3 Township's Duty to Provide Information. The Township agrees to provide the Agency with all information it has obtained regarding each debt placed under this Agreement. It is the obligation of the Township to provide the Agency with any information it has regarding the bankruptcy, death, legal

disability or other defenses (including a statute of limitations defense) which may prohibit or delay the collection of the debt or in any way impact the ability of the Agency to collect the debt.

7.4 Township Warranties. Township warrants that the debts placed with Agency have been reviewed by Township prior to transfer to the Agency in accordance with the Agreement and that the balances reported to the Agency are correct, that all obligors on the debts have been disclosed and that all disputes and defenses of debtors have been reported to Agency to the best of Township's knowledge.

7.5 Notice of Dispute. The Township shall inform the Agency in writing, or by such other means as the parties may expressly agree from time to time, of any debts subject to this Agreement that have been disputed. Disputes under this provision include both oral and written indications or statements by the debtor or any third party that the debt is in dispute, and includes but is not limited to a request for validation of debt. If such dispute is made in writing, Township shall also notify Agency of the date of the writing and provide Agency with the original dispute or a copy thereof.

7.6 Township's Continuing Duty. Township has a continuing obligation to provide Agency with the information required in paragraph 6.6 of the Agreement during the time such debt is placed with Agency for collection, as well as any time that the Agency is furnishing information to a credit reporting Agency about the debt.

7.7 Authorization to Investigate. Township expressly authorizes Agency to perform investigatory services in relation to ordinary debt collection activities it performs for Township.

## 8. Other Provisions.

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

8.1 The Agency or sub-agency, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Agency 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, national origin, ancestry, marital status 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 Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Equal Employment Opportunity Officer setting forth provisions of this non-discrimination clause.

8.2 The contactor or sub-agency, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the Agency, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

8.3 The Agency or sub-agency, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Equal Employment Opportunity Officer, advising the labor union or

worker's representative of the Agency's commitments under this Act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

8.4 The Agency or sub-agency, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

8.5 The Agency or sub-agency agrees to attempt in good faith to employ minority and female workers consistent with the applicable municipal employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, or in accordance with a binding determination of the applicable municipal employment goals determined by the Affirmative Action Officer pursuant to section 5.2 of the Regulation promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

8.6 The Agency or sub-agency agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, creed, color, nation origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct discrimination.

8.7 The Agency or sub-agency 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 or sex, and conform with the applicable employment goals consistent with statutes and court decisions of the State of New Jersey and applicable federal law and applicable federal court decisions practices.

8.8 The Agency or sub-agency, where applicable, agrees to comply with any regulations promulgated under the Americans with Disabilities Act of 1990, 42 U.S.C. §121 01 et seq.

## 9. Indemnification Agreement.

To the full extent permitted by law, Agency shall defend, indemnify and hold harmless the Township, its employees, agents and officials from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, if actual. Without affecting the rights of Township under any provision of the Agreement or this section, Agency shall not be required to indemnify and hold harmless Agency as set forth above for liability attributable to the sole fault of Township, provided such sole fault is determined by agreement between the parties of the findings by a court of competent jurisdiction. Agency agrees to obtain executed indemnity agreements with provisions identical to those set forth herein in the section from each and every sub-agency, sub-tier agency or any other person or entity involved by, for, with or on behalf of Agency in the performance of this Agreement. In the event Agency fails to obtain such indemnity obligations from others as required here, Agency agrees to be fully responsible according to the terms of the section. Failure of Agency to monitor compliance with these requirements imposes no additional obligations on Agency and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Agency as set forth herein is binding on the successors, assigns or heirs of Agency and shall survive the termination of this Agreement or section.



## 10. Insurance.

Insurance Requirements – The Agency shall purchase and maintain throughout the term of this Agreement the minimum coverages set forth in the RFP. Upon execution of this Agreement, proof of said insurance shall be supplied.

### Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in force during the life of this contract by the Agency covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer's Liability is \$500,000.00.

### General Liability Insurance

This insurance shall have limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$3,000,000.00 aggregate for property damage, and shall be maintained in force during the life of this contract by the Agency.

### Automobile Liability Insurance

This insurance shall cover Agency for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$1,000,000.00 each accident for property damage, and shall be maintained in force during the life of this contract by the Agency.

Blank fidelity or criminal casualty insurance bond covering all officers and employees, with a minimum limit of \$250,000.00 including the Township as loss payee as its interests may appear.

Worker's Compensation statutory limits. Comprehensive General Liability and Comprehensive Automobile Liability insurance policies shall be endorsed to provide as an additional insured the Township of Cherry Hill and its officers and employees. All policies shall be endorsed to provide thirty (30) days advanced written notice to the Township of cancellation, non-renewal or reduction in coverage. The certificates of insurance and additional insured endorsements are to be provided prior to the effective date of the contract.

### Certificates of the Required Insurance

Certificates as listed above shall be submitted, along with the contract, as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability and, where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the Township as an additional insured.

### Background Check

Agency agrees that all employees have submitted to a criminal background check.

## 11. Fees and Remuneration.

11.1 Contingency Fee. The cost of the collection services described in this Agreement shall be based upon a contingency fee. A debt placed for collection with Agency shall be subject to a collection fee of 18% of the unpaid balance for accounts placed with the Agency.

12. Notice.

Except as otherwise expressly provided herein, any notice required or desired to be served, given or delivered hereunder shall be in writing and shall be deemed to have been validly served, given or delivered (a) forty-eight (48) hours after deposit in the U.S. mail, with proper postage prepaid, certified return receipt requested; or (b) one (1) business day after delivery to a reputable overnight delivery service; or (c) upon delivery by courier or in person to the following addresses:

If to Township:      Cherry Hill Township  
                                 820 Mercer Street  
                                 Cherry Hill, NJ 08002

With a copy to:      **Cosmas Diamantis, Esquire**  
                                 Solicitor, Cherry Hill Township  
                                 820 Mercer Street  
                                 Cherry Hill, NJ 08002

If to Agency:        -----  
                                 -----  
                                 -----

With a copy to:     -----

13. Governing Law.

13.1 Applicable Law. This Agreement is made pursuant to the laws of the State of New Jersey and shall be construed in accordance with those laws.

13.2 This Agreement is made pursuant to the procedures and guidelines established by the New Jersey Supreme Court and the State's Administrative Office of the Courts subsequent to the adoption of State law (L. 2009, c.233) on January 16, 2010, as well as rules and procedures adopted by the Supreme Court issued March 31, 2011 (Supreme Court Procedures Governing the Private Collection of Municipal Court Debt Under L. 2009, c. 233).

14. Miscellaneous Provisions.

14.1 Modification. This Agreement shall be modified only by written instrument signed by duly authorized representatives of both parties.

14.2 Headings. This section and any other headings contained in this Agreement are for reference only and shall not affect the meaning and interpretation of this contract.

14.3 Invalid Clause. The invalidity of any clause contained herein shall not render any other provision invalid and the balance of the Agreement shall be binding upon all parties hereto.

14.4 Entire Agreement. This Agreement shall consist of the entire agreement of the parties and it is acknowledged that there are no side or oral agreements relating to the undertaking set forth herein.

14.5 Assignability. This Agreement and all rights, duties and obligations herein may not be assigned by the Agency to any professional corporation or other person and/or entity without the written approval of the Township Administrator.

14.6 Certification Regarding Debarment. The Agency shall complete the Certification Regarding the Debarment, Suspension, Ineligibility and Voluntary Exclusions – Lower Tier Covered Transactions. A copy of said Certification shall be attached to this Agreement.

14.7 Non-waiver. The failure of either party to insist, in any one or more instance, upon the performance of the Agreement, or the failure to exercise any right or privileges, the same shall continue and remain in full force and effect.

14.8 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof, each part signed by less than all, but together signed by all parties hereto.

14.9 Authorization. Those signing below warrant that they are representatives of the parties and are authorized to enter into this Agreement, and are acting pursuant to resolution of their respective boards of directors, if such resolution is required, prior to entering into such Agreement.

14.10 In the event of a conflict between this Agreement and the RFP (Attachments C & D) or Submission (Attachment E), this Agreement shall control. In the event of a conflict between the RFP and the Submission, the RFP shall control.

15. It is agreed that the acceptance of the final payment of the Agency shall be considered as a release in full of any and all claims against the Township or governing body of the Township of Cherry Hill out of or by reason of the work done and materials furnished under this contract.

16. The contract is in compliance with N.J.S.A 19:44A-20.4 regarding Pay-to-Play in that the Agency has certified having made no reportable campaign contributions in excess of reportable limits for the twelve (12) months preceding this contract, nor will the Agency make such contributions otherwise prohibited for the twelve (12) months succeeding the contract.

17. The contract is in compliance with Resolutions 2006-1-51 and 2008-10-10 and Cherry Hill Ordinance 2007-21 entitled "Public Contracting ("Pay-to-Play") Reform Ordinance" and Ordinance 2008-9 entitled "The Cherry Hill Transparency Reform Act."

18. Agency is not on any federal or state debarred or disqualified list of vendors.

19. This contract is binding upon the parties hereto, their successors, heirs and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals dated the day and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of:

AGENCY

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

TOWNSHIP OF CHERRY HILL

ATTEST:

BY: \_\_\_\_\_

**DAVID FLEISHER, MAYOR**

\_\_\_\_\_

PATTI CHACKER, RMC,

TOWNSHIP CLERK