

## LEGAL NOTICE

Town of Secaucus  
County of Hudson, State of New Jersey

### REQUEST FOR PROPOSALS

#### PROFESSIONAL SERVICES SOLICITATION FAIR & OPEN SOLICITATION PROCESS

#### DESIGNATION OF A PRIVATE COLLECTION AGENCY TO COLLECT DEBT OWED TO TOWN OF SECAUCUS FOR FINES AND PENALTIES ISSUED BY THE SECAUCUS MUNICIPAL COURT

#### REQUEST FOR PROPOSALS

PLEASE TAKE NOTICE that sealed ~~proposals~~ submissions/proposals for a qualified private collection agency to collect debt owed to Town of Secaucus for fines and penalties issued by the Secaucus Municipal Court will be received by the Purchasing Agent of the Town of Secaucus ("Town") or her designee on February 29, 2012, at 10:00 AM at 1203 Paterson Plank Road, Secaucus, New Jersey 07094, at which time said bids will be opened and read publicly.

Proposals must be set forth on the forms provided by the Town. Proposals must be enclosed in a sealed envelope bearing on the outside of the envelope the name and address of the proposer/vendor and the words "DESIGNATION OF A PRIVATE COLLECTION AGENCY - SECAUCUS MUNICIPAL COURT". The envelope must be addressed to Purchasing Agent, Town of Secaucus, 1203 Paterson Plank Road, Secaucus, New Jersey 07094, and delivered by hand, overnight courier or mail. The submission must be received by the Purchasing Agent no later than the date and time set forth above. Late submissions will not be accepted; lost submissions or submissions delivered improperly shall not be the basis to accept bids out of time. No submissions sent by fax or email will be accepted.

Proposal documents may be reviewed and obtained at the Town's Purchasing Agent's Office, 1203 Paterson Plank Road, Secaucus, New Jersey 07094, phone 201-330-2000, during business hours. The fee for the proposal document package is twenty dollars (\$20.00) payable in advance by cash or certified check to "Town of Secaucus".

The Mayor and Council of the Town of Secaucus intends to award a Contract for the within services after its review of the recommendation of the Town's Evaluation

Committee of the within RFP submissions, which standards and criteria are set forth fully in RFP Documents.

Proposers/vendors shall comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq.

The within Legal Notice is being issued to promote responses of qualified vendors for the announced services with the Town of Secaucus intending to award a contract pursuant to the Competitive Contracting provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-4.1 et seq., to the proposer/vendor whose proposal is most advantageous to Town. The Town reserves the right to waive any minor irregularities in any submission or to reject any or all proposals.

## REQUEST FOR PROPOSALS

1. **Legal Notice; Request for Proposals.** The foregoing “Legal Notice” is incorporated by reference into the within Request for Proposals, as if set forth at length.

### 2. **Definitions.**

- A. “Bidder”, “Vendor” and “Proposer” means the submitter and/or responder to this RFP, and such words shall be deemed synonymous with each other.
- B. “Contract” means the agreement by and between the Contractor and the Town, as amended, changed or modified, and shall include all Proposal Documents to provide and conform to the within RFP.
- C. “Contract Administrator” means the Town’s Purchasing Agent, or his/her designee.
- D. “Contractor” means the successful proposer/vendor to whom the award of the Contract shall be made pursuant to N.J.S.A. 40A:11-4.1, et seq.
- E. “RFP DOCUMENTS” or “Request for Proposal Documents” means all documents without exception requesting proposals, including the Legal Notice, Request for Proposals, Definitions, Instructions, Specifications, Proposal Checklist, Proposal Form, addenda (if any), Affidavit of Non-Collusion, Affidavit as to Secaucus Pay To Play (including Chapter 26 of the Town of Secaucus incorporated by reference herein), Affidavit(s) and Questionnaire of proposer/vendor’s Experience, Customers and Financial Responsibility, Statement of Ownership of Corporation or Partnership, all documents submitted by the proposer/vendor, and the Contract.
- F. “Town” means the Town of Secaucus.

### 3. **Purpose, Intent and Objectives.**

A. The purpose of this RFP is to secure a contract with a single, exclusive qualified private collection agency/vendor to achieve maximum recovery of debts owed to the Town of Secaucus for fines and penalties issued/imposed by the Secaucus Municipal Court (“Municipal Court”) for the term/duration set forth . The within private collection agency services shall be performed in strict compliance with the within RFP Documents and the New Jersey Supreme Court “Procedures Governing the Private Collection of Municipal Court Debt”, as set forth on annexed **Exhibit “A”** consisting of:

March 31, 2011 Memorandum-Letter of Hon. Glenn A. Grant, J.A.D., titled

“Procedures Governing the Private Collection of Municipal Court Debt” with annexed thereto a document titled “SUPREME COURT PROCEDURES GOVERNING THE PRIVATE COLLECTION OF MUNICIPAL COURT DEBT UNDER L. 2009, C. 233” plus “APPENDIX A” and “APPENDIX B”) plus all applicable federal and state laws, regulations, and rules governing debt collection.

Said **Exhibit “A”** consisting of twenty three (23) pages is, also, available at: <http://www.judiciary.state.nj.us/notices/2011/n110414a.pdf> .

B. Should there be any conflict with anything contained in RFP Documents with the requirements and conditions set forth in **Exhibit “A”**, the requirements set forth in **Exhibit “A”** shall supersede RFP Documents and be controlling.

C. Should any law, rule, guideline or the like referenced in Exhibit “B” be amended, changed or modified during contract term/duration, Contractor shall comport with all such amendments, changes and modifications.

**4. Legislative and Administrative Background.** The Town’s private agency collections initiative reflects the procedures and guidelines established by the New Jersey Supreme Court (“Supreme Court”) and the State’s Administrative Office of the Courts (“AOC”) subsequent to the adoption of N.J.S.A. 40:48-5a. (See **Exhibit “A”**.) Among other provisions, the law authorizes the governing body of a municipality having a 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 law 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 issued on March 31, 2011 by the AOC. Formally titled the “Supreme Court Procedures Governing the Private Collection of Municipal Court Debt under N.J.S.A. 40:48-5a (see **Exhibit “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 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.

**5. Specific Requirements.**

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

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

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

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

(d) Collection Notices. Vendors must work with the Municipal Court Judge to craft and approve delinquent notices to be generated and mailed to debtors. This will include notice layout, language, and mailing frequency. A custom designed, laser printed delinquent notice must be mailed to each debtor immediately after the accounts are entered into the collection system. A series of personalized letters must be sent to each account. All letters sent to the debtors must be custom designed and laser-printed. All letters must provide the debtor with a toll free telephone number for obtaining account information to be staffed by the Vendor, a remittance slip bearing the Complaint or Ticket Number, and a return remittance envelope directing payment to:

Secaucus Municipal Court  
Municipal Government Center  
1203 Paterson Plank Road  
Secaucus, New Jersey 07094

In addition, Contractor staff must use payment reminder, post dated check, and final demand promises letters to collect the outstanding fines and penalties owed. The Municipal Court Judge shall have final approval of all letter content.

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

(f) Account Closure. Contractor must have the ability to support account closure based on rules defined by the Municipal Court. This shall include, but will not be limited to, closing an account, discontinue collection and return the account to the Municipal

Court. Vendors must also have the ability to provide account closure and return debt that is recalled by the Municipal Court.

(g) Licensing and FDCPA Compliance. Contractor shall be a licensed collection agency with a license to practice collections in the State of New Jersey. All collection related activities shall properly follow Fair Debt Collection Protection Act (FDCPA) guidelines. Each member of the Contractor's collection staff is required to pass an FDCPA examination prior to any collection activity. In addition, each collector shall be required to retake and pass the FDCPA examination on an annual basis.

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

(i) Proven Information System. Contractor must use proven and fully developed delinquent account collection system and related tools. The system must include full audit functionality for each collection activity as well as timely backups and effective recovery procedures. Contractor shall provide an information technology system that allows for flexibility within the application for any future changes required by the Town.

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

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

(i) Project Management and Implementation. Contractor must provide a structured approach and plan for transition as well as ongoing operation. Vendors shall provide a comprehensive approach for testing. Testing of interfaces and data exchanges should be coordinated with the appropriate AOC offices and personnel. Vendors shall provide the required staff, management, and supervision necessary to fulfill successfully the contract. The Contractor shall participate in project status meetings as may be required by the Town.

**6. Qualifications & Experience.** Town will give strong preference to a vendor/proposer with extensive experience providing debt collections services for government agencies. Vendor/proposer shall have a minimum of three (3) years of experience in providing services similar to those requested herein.

**7. Supreme Court Procedures.**

The following requirements directly reflect the guidelines published by the Supreme Court and published by the AOC, as per Exhibit "A". (. No exceptions or deviations of any kind shall be granted or accepted:

(a) General.

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

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

(iii) The private collection agency shall allow employees of the Municipal Court and the AOC secure access to Municipal Court collection accounts on the private collection agency's computer systems.

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

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

(vi) The private collection agency shall institute collection activities in accordance with these regulations on all debts received from the Municipal Court.

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

(viii) The private collection agency and its personnel may not in any way, directly or indirectly, represent themselves as government employees or employees of the Town of Secaucus, Secaucus Municipal Court, County of Hudson, State of New Jersey or any other municipality or county or the New Jersey Judiciary.

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

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

(xi) The private collection agency shall complete and submit to the Municipal Court a civil judgment form for every case returned uncollected.

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

(xiii) 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.

(xiv) The private collection agency shall instruct the debtor to make all payments, including the administrative fee, directly to the Municipal Court.

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

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

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

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

(xix) Termination or suspension of the Contract by Town shall be for cause.

(xx) Upon termination or suspension of Contract, Contractor shall provide the Town and AOC with a timely report of the final status of all current collection cases.

(b) Subcontractors.

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

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

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

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

(c) Reporting.

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

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

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

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

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

(iii) The private collection agency shall provide revenue estimates for annual budget purposes, as requested by the Municipal Court.

(iv) The private collection agency shall instruct debtors to notify it of any address or name changes. The private collection agency shall note these changes in its file, in addition to maintaining the name and address given by the Municipal Court. The private

collection agency shall promptly notify the Municipal Court of any name or address changes of which it becomes aware.

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

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

(d) Insurance.

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

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

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

(iv) The agency shall obtain and maintain, during the life of this contract, such public liability and property damage insurance and shall protect it, the municipality and the

Judiciary, their officers, agents, and employees, from claims for damage and personal injury, including death, as well as claims for property damage which may arise from the agency's operations under this contract. The amount of such insurance shall be as follows:

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

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

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

**8. Contract Term/Duration.** Term/duration of contract shall be two (2) years from the "commencement date". The "commencement date" shall follow immediately upon approval of the contract by the AOC and the issuance of an authorizing resolution from the Town Council. Notwithstanding any other provision herein, implementation of a contract shall not occur without the express authorization of AOC. Said base contract term of two (2) years may be extended by the Town of Secaucus in its sole discretion and judgment for an additional one (1) year extension term following the expiration of the base contract term. Town may terminate Contract sooner at any time for cause.

## **9. Instructions to Proposers/Vendors.**

A. Opening of Proposals. All (RFP) proposals will be opened and read publicly Purchasing Agent or her designee at time and place set forth in Legal Notice.

B. Submissions:

i. Each required document submitted must be completed fully in strict compliance with the within Instructions and RFP Documents. Proposers shall NOT substitute their own forms. Such substitution may be the basis of rejection of a Proposal. Proposers may attach supplemental sheets to any form to clarify their proposal/submission.

ii. On the Proposal Form, the proposer/vendor must state all its costs/rates offered, subject to the limitations set forth in **Exhibit "A"**. No additional costs shall be allowed or considered after the award. Mistakes by proposers shall not be the basis for changing any submitted amount.

- iii. Proposals shall be delivered at time and place set forth in Legal Notice.
- iv. Each proposer/vendor shall sign submitted documents, where applicable, as follows: for a corporation, by an authorized principal executive officer, for a partnership or sole proprietorship, by a general partner or the proprietor, or by a duly authorized representative setting forth such authority.
- v. Each proposer/vendor shall submit one (1) original set of completed RFP Documents and one (1) copy.
- vi. Each proposer/vendor shall acknowledge receipt of addenda with its submission, if applicable.
- vii. Once submitted, Proposers may not withdraw their submission within twenty four (24 hours) of time announced for the opening of sealed submissions.

## **10. General Evaluation of Proposals**

- A. Evaluation of Proposals. The Evaluation Committee (consisting of Town Administrator, Purchasing Agent and an attorney of the Town) shall recommend an award by the Mayor and Council of Secaucus based upon stated evaluation criteria. The Committee/Town may consider, inter alia, such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses determine the most advantageous proposal. See Section 6. The committee shall base its recommendation on submissions only, except as otherwise provided herein.
- B. Opportunity for Discussion. After opening proposals and prior to award, Town may initiate discussions with proposer(s) should clarification be necessary. Proposers may be required to make a presentation to clarify their RFP response or to further define their offer. A scheduling of such meeting shall be solely within the discretion of the Town, requiring mandatory appearance by the vendor.
- C. Evaluation Criteria. The evaluation committee will evaluate the all according submissions/proposals to the following criteria:
  - i. Qualifications/General Abilities. Each proposer's/vendor's submission shall demonstrate its ability to provide qualified and sufficient personnel to provide those services required by the RFP Documents.

Experience, licensure and training of the proposer's/vendor's employees shall meet the specific needs of the RFP Documents and compliant with the aforereferenced laws and Court Rules. Proposers/vendors shall identify staff

assigned to the services required. Contractor shall have sufficient personnel available to service the contract for full contract term/duration.

Proposals shall provide sufficient detail to show expertise for the services required. References and work experience must be sufficient to demonstrate that the proposer/vendor has the experience and the ability to provide services for the full duration of the contract.

Proposals shall be clear, unambiguous, and professional in appearance. Information must be organized, complete and meet RFP Document requirements for content and format.

- ii. Prior Experience and Familiarity. Expertise shall be demonstrated by references providing the same services required herein, including services to Courts in the State of New Jersey. Proposers/vendors will be evaluated on knowledge, experience similar to that requested in the RFP Documents. In addition to relevant experience, proposers/vendors shall provide personnel qualifications in its proposal. Responses shall address experience, licensure, training, and the like.
- iii. Evaluation Committee Recommendation for Contract Award. The evaluation committee will provide a written recommendation for contract award to the Mayor and Council of Secaucus that contains the justification and rationale for its decision.
- v. No return of submissions. All material submitted in response to this RFP shall become the property of the Town upon delivery, and will not be returned.

## **11. Special Evaluation of Proposals**

Contract will be awarded to the proposer that best meets the Town's needs. Contract will be evaluated and awarded in accordance with NJ Local Public Contracts Law Competitive Contracting process. The following specific criteria shall be used for evaluating the proposals, and:

### **A. Technical Criteria.**

- i. Does the vendor utilize software that can accurately track the status of accounts?
- ii. Does the vendor utilize software which will provide the Town and its personnel with access to monitor the status of accounts to be collected by the vendor?
- iii. What is the level of security utilized by the vendor to insure that the information pertaining to the accounts are protected from unauthorized access?

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

v. Does the vendor's plan of implementation comply with all federal, state and local laws, New Jersey Supreme Court, AOC Regulations, and the like?

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

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

#### B. Management Criteria.

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

ii. Does the vendor employ personnel with the qualifications, experience and knowledge to perform effectively the services required under this RFP?

III. Does the vendor's references provide positive testimony regarding the vendor's abilities and qualifications?

iv. Does the vendor's references provide positive testimony regarding the success of the vendor in collecting outstanding debts and obligations?

v. Does the vendor have a history of violating federal law or other laws governing debt collection?

#### C. Cost Criteria.

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

ii. Does the vendor's cost proposal provide the best economic advantage to the Town?

iii. 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?

### **12. Proposal Submission Requirements.**

Each Proposer's submission shall, at a minimum:

(i) Present the overall capabilities of the proposer 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 may be assigned to this project including their respective qualifications and experience.

(iv) 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.

(v) Financial Statements: Submit financial statements for the past three (3) years. The statements may be audited or unaudited.

(vi) Litigation History: Submit a list outlining all lawsuits filed against the proposer for the past ten (10) years. This list shall include, but not be limited to, lawsuits where parties have alleged violations of the Fair Debt Collection Practices Act either in a Complaint, Counterclaim or Third Party Complaint.

(vii) Penalty History: Submit a list of all penalties and fines assessed against the proposer 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.

(viii) Proposed Solution and Approach: Submit a description addressing each component of the Scope of Services section defined in the RFP. In addition, each proposer must address the following detailed information:

(a) Explain how the proposer will provide the Town knowledge of referred account status and specify the timing of the receipt of reporting information.

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

(c) Explain the manner in which the proposer will handle partial collections on accounts.

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

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

(f) Each proposer shall include a plan for implementation and ongoing management.

(g) Each proposer shall include a preliminary implementation plan and schedule.

(h) Each proposer shall describe any optional features or services that can be included to benefit the Town.

(i) Organization and Team: Each proposer shall identify the personnel and positions which shall perform services pursuant to this contract. Proposers must include a detailed summary of each employee's background relative to similar contract. Each proposer shall also designate a Project Manager who shall directly work with the Town on any and all issues that may arise with the services. The Town requires that the project manager be available by telephone on all occasions for discussion with the Town's staff and shall be available for meetings either locally or by teleconference. Each proposer shall submit the names and qualifications for all key personnel to be assigned to this contract.

Proposers desiring to respond to this 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. Vendors may offer any additional or related services which may complement the purpose of this procurement.

**13. Guide for Proposer's Submission.** Proposers shall include the following information and preferably in the following prescribed sequence for ease of evaluation:

(a) Title Page: The title page should include the title of the RFP, the name and address of the Proposer.

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

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

(2) 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.

(3) Executive Summary: Present a summary of proposal including the Proposer's understanding of the project, solution highlights, key benefits and cost considerations to Town. Each proposer shall identify, if applicable, any and all

subcontractors and each subcontractor's personnel, their roles and what tasks are to be assigned.

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

(5) Prevailing Wage & Labor Law: The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25, et seq. All proposers shall provide a statement to the effect that the proposer and all subcontractors hired by the proposer will, if applicable, pay any and all workers employed no less than the prevailing rate as determined pursuant to N.J.S.A. 34:11-56.25, et. seq. by the Commissioner of Labor and Industry or duly authorized deputy or representative.

(6) Cost Proposal: Each proposer shall submit a cost proposal which shall be listed as a percentage of any amounts collected through Contractor's collection efforts. This cost proposal shall constitute the "Administrative fee" as defined in the Supreme Court Procedures Governing the Private Collection of Municipal Court Debt, see Exhibit "A" (at 2.3). Per the Supreme Court Procedures Governing the Private Collection of Municipal Court Debt, each proposer's cost proposal cannot exceed 22%.

(7) With RFP submission, each proposer shall provide Business Entity Disclosure Certification. The successful proposer will be required to comply with the requirements of N.J.S.A. 10-S-31, et seq. (N.J.A.C. 17-27) (Equal Employment Opportunity), N.J.S.A. 52:32-44, et seq. (New Jersey Business Registration) and N.J.S.A. 19:44A-20.5 (Business Entity Disclosure).

(8) Additional Mandatory Forms. The following forms are mandatory and must be submitted with the bid:

- (i) Statement of Ownership or Stockholders Disclosure Certification,
- (ii) Affirmative Action Compliance Notice
- (iii) A copy of a valid Business Registration Certificate
- (iv) Affidavit respecting Secaucus Pay to Play Ordinance, as per Section 18 hereof.

**14A. Exceptions, Deviations with Proposal Documents & Applicable Laws.**

No proposer/bidder shall insert or include any condition, limitation, proviso, amendment, or other change to the within Proposal Documents. No proposer/bidder shall insert or include any condition, limitation, proviso, amendment, or other change that would violate or be inconsistent with any state or federal law or any requirement, regulation or any law or any Guideline, regulation, requirement or the like referenced in Exhibit "A". Any Proposal that violates this Section may result in the rejection of the Proposal.

- 14B. Examination of Documents.** By submitting a proposal, vendor represents and warrants that it has examined all Proposal Documents and addenda, if any, and Exhibit "A". Should a proposer/vendor believe that any of the Proposal Documents are at variance with applicable laws, statutes, codes or regulations in any respect, or that there are errors, inconsistencies or ambiguities in the Proposal Documents, the proposer/vendor shall promptly notify the Town in writing.
- 14C. Interpretation/Addenda.** To be fair to all proposers, no oral interpretation or clarification will be made to any potential proposer/vendor as to the meaning of anything in or any aspect of the Proposal Documents. Request for an interpretation or clarification shall be made in writing to the Town's Purchasing Agent. The request shall be made at least three (3) business days prior to the date fixed for the opening of bids sent via personal delivery or certified mail to the Secaucus Purchasing Agent with copies to the Town Administrator and Town Clerk. With advance approval from the Purchasing Agent, requests sent via facsimile may be accepted in lieu of other transmittals. Every interpretation made will be in the form of an addendum to the Proposal Documents, and notice will be provided by facsimile or e-mail to all potential proposers/vendors on record with the Town who has received the Proposal Documents. All addenda issued become part of Proposal Documents. Failure of the proposer/vendor to acknowledge receipt of all addenda shall not relieve the proposer/vendor from any obligation required or contained in the same.
- 14D. Objections to Documents.** All potential proposers/vendors shall examine Proposal Documents carefully. Any potential proposer/vendor who chooses to challenge any aspect of Proposal Documents shall file such challenge in writing as set forth in section 7C not less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the Town or the award of a contract. N.J.S.A. 40A:11-13.
- 14E. Qualifications; Investigations.** The Town will make such investigations as it deems necessary to determine the ability of a proposer/vendor to provide the services required by the RFP Documents. The proposer/vendor agrees to cooperate fully and furnish such information and data for this purpose. The Town reserves the right to reject any proposal if investigation or review discloses that vendor is not qualified or fails to meet the minimum requirements for the services required hereunder. Failure of a vendor to cooperate fully with Town in reviewing its proposal may be the basis for the rejection of its proposal.
- 15. Notice of Award, Execution of Contract & Delivery of Documents.** Within seven (7) business days of notice of the award of the contract (including AOC

approval), the successful proposer/vendor shall deliver to Town the executed Contract. Failure to deliver the Contract in a form satisfactory to the Town and/or commence the services as required in the RFP Documents shall be cause for Town to declare the proposer/vendor non-responsive and to award the contract to a different proposer/vendor or vendor.

16. **Indemnification.** To the fullest extent permitted by law, Contractor shall release, indemnify, defend and hold harmless the Town, and its Mayor and Council Members, administrators, officers, employees and agents (collectively, the “Indemnified Parties” and individually, an “Indemnified Party”) from and against any and all claims, damages, losses, fines, civil penalties, liabilities, judgments, costs and expenses of any kind or nature whatsoever, including, but not limited to, interest, court costs and attorneys’ fees, which in any way arise out of or result from any act(s) or omission(s) by Contractor (or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable) in the performance or non performance of services or other obligations under the Contract.
  
17. **Payments for Services.**
  - A. Payments to Contractor will be provided per Exhibit “A”, which maximum amount is in Exhibit “A”.
  - B. No (direct or indirect) payment from the Town shall ever be required under any circumstances.
  - C. Nothing herein contained shall suggest or infer the number of delinquent accounts to be assigned to Contractor. The Town does not represent the successfulness Contractor will achieve in collections. No minimum payment is suggested, inferred, implied or guaranteed.
  
18. **Secaucus Pay To Play Ordinance (Chapter 26 of the Code of the Town Of Secaucus).** Chapter 26 of the Code of the Town of Secaucus (Pay To Play Reform Ordinance) prohibits any person, vendor, business, organization, association, entity, professional business entity or the like from entering into any contract or agreement with the Town of Secaucus to provide any goods or services, including professional services, without first reviewing said Chapter and attesting to full compliance with said Chapter, and further attesting to the fact that such person, or his/her business, organization, association, entity, professional business entity or the like is not and would not be in violation of said Chapter by entering into a contract with Town. A copy of the said Chapter is annexed hereto.

All vendors shall provide an executed Affidavit attesting to compliance with said Chapter, which Affidavit is annexed hereto. Vendors seeking to enter into

the within contract shall review the copy of said Chapter, which is attached hereto and also available at the Office of the Secaucus Town Clerk or at the Official Website of the Town of Secaucus (<http://www.secaucusnj.org/>).

## **19. Affirmative Action Requirements.**

Contractor agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127 as amended) and N.J.A.C. 17:27-1.1 et seq. The proposer/vendor agrees to the mandatory language and terms set forth below as required by N.J.A.C. 17:27-1.1 et seq. Prior to the execution of the Contract, the successful proposer/vendor will submit (1) evidence that the proposer/vendor is operating under an existing federally approved affirmative action program, (2) a Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27-4, or (3) a completed initial Affirmative Action Employee Information Report (Form AA-302).

### Mandatory Affirmative Action Language

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not 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 or sex.

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

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

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

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

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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: (1) Letter of Federal Affirmative Action Plan Approval; (2) Certificate of Employee Information Report; or (3) Employee Information Report Form AA302.

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

## **20. Americans With Disabilities Act Of 1990.**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. The successful proposer/vendor agrees to comply with the requirements of Title II of the Americans with Disabilities Act of 1990 ("Act"). The proposer/vendor agrees to the mandatory language and terms of the Act as follows:

The Contractor and the Town do hereby agree that the provisions of Title II 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 thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Town 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 Town in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Town, 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 Town grievance procedure, the Contractor agrees to abide by any decision of the Town which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Town or if the Town incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Town 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 Town or any of its agents, servants, and employees, the Town shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Town or its representatives.

It is expressly agreed and understood that any approval by the Town 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 Town pursuant to this Section.

It is further agreed and understood that the Town 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 the contract. 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 the contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the

Town from taking any other actions available to it under any other provisions of the contract or otherwise at law.

## **21. New Jersey Business Registration Requirements.**

The proposer/vendor shall comply with the requirements of the Business Registration law, N.J.S.A. 52:32-44 (P.L. 2004, c. 57). The proposer/vendor shall submit a copy of its business registration certificate with its bid. The mandatory language and terms of the Business Registration law are set forth below. For information on the Business Registration law go to: <http://www.state.nj.us/njbusiness/registration/>.

N.J.S.A. 52:32-44 (P.L. 2004, c. 57) (Business Registration Law) amends and supplements the business registration provisions of N.J.S.A. 52:32-44, which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.), or the Public School Contracts Law (N.J.S.A. 18A:18A-1, et seq.)

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

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

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

A business organization that fails to provide a copy of a business registration as required pursuant to the Business Registration Law, N.J.S.A. 52:32-44, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

## **22. Miscellaneous Provisions.**

A. Entire Contract. The terms, conditions and provisions of the Contract shall reflect the full understanding of the parties. There shall be no other enforceable terms, conditions or provisions with respect to Contract not contained therein. The Contract shall not be amended, altered, revised or changed except upon written agreement between the parties.

B. Severability; Jurisdiction. Should a court of competent jurisdiction determine that any sentence, paragraph, provision or portion of the Contract is improper or unenforceable, such determination shall not affect the remaining portions thereof. The Contract shall be subject to the laws of the State of New Jersey.

C. Organization. The placement, numbering, organization, font size, font boldness, underscoring, page layout and the like of the within RFP, including Legal Notice and other attachments, are done for convenience only. The Proposal Documents shall be construed in its entirety with all words, terms, phrases, sentences, paragraphs, provisions, conditions and the like having full force and effect.