

## 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

This RFP supersedes a prior February 2012 RFP for the within service(s). Interested Vendors shall rely on this RFP document with attachments and NOT on any prior RFP or RFP announcement. This RFP is issued on or about March 2, 2012.

#### REQUEST FOR PROPOSALS

PLEASE TAKE NOTICE that sealed 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 March 13, 2012, at 10:00 AM at 1203 Paterson Plank Road, Secaucus, New Jersey 07094, at which time said Proposals will be opened 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, 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 intend 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.

The within RFP solicitation is pursuant to and by Order of the Mayor and Council of the Town of Secaucus.

## 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, Single Private Vendor, 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. During the term of within contract, there shall be no other private vendors or supplemental/secondary placements/awards for the collection of outstanding debts to be collected hereunder. The successful vendor awarded the within contract will be the sole private vendor performing the within private collection agency services. Nothing herein contained shall suggest or infer that the Municipal Court cannot address or seek to have debtors satisfy their obligations through the authority of the Court. The vendor shall act 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 or the Judge's designee 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.

**8a. Contract Term/Duration; Commencement Date.** Term/duration of contract shall be two (2) years from the "commencement date". The "commencement date" shall follow immediately\* upon approval of contract award by the AOC and issuance of an authorizing resolution from Mayor and Council of the Town of Secaucus ("Town"). Contract award is subject to the approval by AOC. Implementation of a contract shall not occur without the express authorization of AOC. Town cannot provide any guidance or estimate as to the time it will take for review by the AOC, and vendor(s)/proposer(s) shall not withdraw its/their proposal(s) during this review. Town shall not be responsible should the AOC refuse to approve the award to any vendor.

\*Town will use its best efforts to have "commencement date" be within thirty (30) days of approval by AOC. See Paragraph 15 hereof.

b. 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.

c. 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 presentation/appearance by proposer 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 aforementioned 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 evaluated and awarded to the vendor/proposer that best meets the Town's needs as set forth in the within RFP, and compliant with NJ Local Public Contracts Law Competitive Contracting process and New Jersey Supreme Court "Procedures Governing the Private Collection of Municipal Court Debt", as set forth on annexed **Exhibit "A"**. The following specific criteria shall be used for evaluation:

### 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; AMOUNT OUTSTANDING DEBT; No guarantee of revenue to Vendor.**
- A. Payments to Contractor will be provided per Exhibit "A", which maximum allowed is set forth therein.
- B. No (direct or indirect) payment from the Town shall ever be required under any circumstances.

C. Town makes no representations or predictions as to the revenue the successful contractor will inure from the within contemplated contract. Annexed hereto is redacted printout dated 2/18/2012 called, "New Jersey Automated Municipal System ATS/ACS TPAYS Eligible for Private Collections – Detail Report" (9 pages with the names of defendants-debtors redacted) showing the outstanding debt, including summaries at the bottom of page 9. This 9 page document is annexed hereto as "**Exhibit B**". Vendors by submitting a proposal agree and acknowledge that they do so based upon their own judgment in collecting fees, and not on any representation of the Town or Municipal Court. The Town has never entered into any agreement or contract with any private debt collection agency for outstanding Municipal Court debt.

D. Nothing herein contained shall suggest or infer the number of delinquent accounts to be assigned to Contractor, except that the successful contractor will have the exclusive right to do the within collections without a secondary private debt collection agency. 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 and available on Official website of Town of Secaucus (<http://www.secaucusnj.org/>). Note: Secaucus Ordinance No. 2012-4 adopted on February 14, 2012 amended said Chapter, which said amending ordinance 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.

**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 pursuant to contract is made, contractor shall provide proof of its entitlement, as deemed appropriate by AOC or Town.

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. Document format. The format used by Town in posting this RFP package shall not be altered.

B. 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.

C. 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.

D. 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.

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

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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  
Steven A. Somogyi, Chief  
Carol A. Welsch, Assistant Chief  
Gurpreet M. Singh, Special Assistant

**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

### 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.

# Exhibit "B"

REPORT ID: TFC1567  
 RUN DATE: 02/18/2012  
 RUN TIME: 02:25:07

NEW JERSEY AUTOMATED MUNICIPAL SYSTEM  
 A/S/A/S PAYS ELIGIBLE FOR PRIVATE COLLECTIONS - DETAIL REPORT  
 SECAUCUS TOWN MUNICIPAL COURT (0909)

PAGE: 1  
 RUN: WEEKLY

TICKET/COMPLAINT	LEAD	TRAY STATUS	DEPENDANT NAME (L, F, M)	REMAINING BALANCE \$ AMOUNT	LAST NOTICE DATE / *WARRANT ISSUE DATE	OUTSTANDING WARRANT
0909 B	143036	DSUS		892.00	08/08/1997	Y
0909 B	142341	DSUS		117.00	09/10/1997	Y
0909 B	142502	DSUS		967.00	10/07/1997	Y
0909 SPX	581375	DSUS		327.00	10/30/1997	Y
0909 B	143297	DSUS		146.00	12/10/1997	Y
0909 B	144504	DSUS		651.00	12/10/1997	Y
0909 B	148795	DSUS		525.00	12/10/1997	Y
0909 B	145973	DSUS		1,109.00	12/10/1997	Y
0909 SPX	712682	DSUS		825.00	12/23/1997	Y
0909 B	143470	DSUS		367.00	03/04/1998	Y
0909 B	148177	DSUS		1,172.00	05/26/1998	Y
0909 HCP	054216	DSUS		950.00	05/26/1998	Y
0909 B	146714	DSUS		461.00	05/26/1998	Y
0909 B	146770	DSUS		925.00	05/26/1998	Y
0909 B	149138	DSUS		1,050.00	05/26/1998	Y
0909 B	146370	DSUS		567.00	08/10/1998	Y
0909 B	147989	PSUS		368.00	08/11/1998	Y
0909 SPX	782865	PSUS		76.00	08/11/1998	Y
0909 B	144150	PSUS		450.00	08/11/1998	Y
0909 B	141813	PSUS		103.00	08/11/1998	Y
0909 SPX	581112	PSUS		510.00	08/11/1998	Y
0909 B	147720	DSUS		77.00	12/01/1998	Y
0909 B	126915	DSUS		1,142.00	12/01/1998	Y
0909 B	147554	DSUS		272.00	12/01/1998	Y
0909 B	138877	DSUS		400.00	12/01/1998	Y
0909 B	141004	DSUS		150.00	12/01/1998	Y
0909 B	138701	DSUS		634.00	12/01/1998	Y
0909 B	070824	DSUS		67.00	12/01/1998	Y
0909 B	033552	DSUS		82.00	12/01/1998	Y
0909 B	156104	DSUS		65.00	01/28/1999	Y
0909 B	151277	DSUS		474.00	01/28/1999	Y
0909 B	155299	PSUS		286.00	02/10/1999	Y
0909 B	138616	PSUS		15.00	02/24/1999	Y
0909 B	087101	PSUS		527.00	02/24/1999	Y
0909 SPX	409942	DSUS		995.00	03/12/1999	Y
0909 SPT	707741	PSUS		500.00	04/19/1999	Y
0909 B	161489	PSUS		175.00	05/11/1999	Y
0909 SPT	350253	DSUS		530.00	05/25/1999	Y
0909 SPV	733377	PSUS		583.00	06/09/1999	Y
0909 B	133507	PSUS		350.00	06/15/1999	Y
0909 B	076981	DSUS		180.00	06/15/1999	Y
0909 B	135934	DSUS		150.00	06/18/1999	Y
0909 SPX	617481	PSUS		650.00	06/30/1999	Y
0909 SPX	255184	PSUS		76.00	07/27/1999	Y
0909 B	136819	DSUS		1,001.00	07/27/1999	Y
0909 SPV	588788	DSUS		425.00	07/27/1999	Y
0909 B	033525	DSUS		233.00	07/27/1999	Y
0909 B	139288	DSUS		792.00	07/27/1999	Y
0909 SPX	617354	DSUS		525.00	09/20/1999	Y
0909 B	114146	DSUS		500.00	09/20/1999	Y
0909 SPX	363877	DSUS		1,046.00	09/20/1999	Y
0909	160819	DSUS		300.00	09/20/1999	Y

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NEW JERSEY AUTOMATED MUNICIPAL SYSTEM  
 ATIS/ACS TPAVS ELIGIBLE FOR PRIVATE COLLECTIONS - DETAIL REPORT  
 SECAUCUS TOWN MUNICIPAL COUR (0909)

TICKET/COMPLAIN	LEAD	TPAY	RODELLA	DEFENDANT NAME (L, F, M)	REMAINING BALANCE \$ AMOUNT	LAST NOTICE DATE / WARRANT ISSUE DATE	OUTSTANDING WARRANT
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0909 1	954843	PSUS			328.00	10/19/1999	Y
0909 SPV	814881	DSUS			153.00	11/04/1999	Y
0909 B	137209	DSUS			550.00	11/04/1999	Y
0909 B	002234	PSUS			70.00	11/09/1999	Y
0909 B	165363	PSUS			103.00	11/19/1999	Y
0909 B	151262	PSUS			263.00	12/03/1999	Y
0909 1	936597	PSUS			72.00	01/20/2000	Y
0909 B	091231	PSUS			271.00	02/16/2000	Y
0909 B	123478	PSUS			362.00	02/17/2000	Y
0909 SPY	702434	PSUS			230.00	03/03/2000	Y
0909 SPS	257856	PSUS			256.00	03/06/2000	Y
0909 B	135970	PSUS			451.00	03/15/2000	Y
0909 B	107071	PSUS			221.00	05/23/2000	Y
0909 C	000052	DSUS			1,600.00	07/27/2000	Y
0909 B	162348	DSUS			416.00	09/20/2000	Y
0909 C	005227	DSUS			860.00	10/03/2000	Y
0909 B	165913	DSUS			486.00	11/14/2000	Y
0909 SPS	569708	DSUS			66.00	11/22/2000	Y
0909 C	000178	DSUS			223.00	04/10/2001	Y
0909 B	138340	PSUS			247.00	05/29/2001	Y
0909 B	001439	DSUS			436.00	06/13/2001	Y
0909 B	017477	DSUS			260.00	08/07/2001	Y
0909 C	003326	DSUS			785.00	11/27/2001	Y
0909 B	142185	DSUS			330.00	05/21/2002	Y
0909 B	174785	DSUS			300.00	06/18/2002	Y
0909 B	151322	DSUS			175.00	12/20/2002	Y
0909 SP1	230331	PSUS			530.00	05/28/2003	Y
0909 D	002216	PSUS			130.00	08/06/2003	Y
0909 B	073719	PSUS			98.00	08/06/2003	Y
0909 B	072755	PSUS			294.00	08/07/2003	Y
0909 B	046744	PSUS			316.00	08/07/2003	Y
0909 B	076796	PSUS			426.00	08/12/2003	Y
0909 B	072053	PSUS			197.00	08/12/2003	Y
0909 SPX	929554	DSUS			7.50	08/19/2003	Y
0909 B	079585	DSUS			433.00	10/15/2003	Y
0909 B	080206	DSUS			800.00	10/15/2003	Y
0909 B	082279	DSUS			241.00	10/15/2003	Y
0909 B	084095	DSUS			127.00	10/15/2003	Y
0909 B	077968	DSUS			516.00	10/15/2003	Y
0909 B	075723	DSUS			582.00	10/15/2003	Y
0909 B	049918	DSUS			207.00	10/15/2003	Y
0909 B	073488	DSUS			914.00	10/15/2003	Y
0909 B	123529	DSUS			104.00	10/15/2003	Y
0909 B	134830	DSUS			567.00	10/15/2003	Y
0909 B	106368	DSUS			70.00	10/15/2003	Y
0909 B	050626	DSUS			1,554.00	10/15/2003	Y
0909 B	049915	DSUS			614.00	10/15/2003	Y
0909 B	052712	DSUS			480.00	10/15/2003	Y
0909 B	052521	DSUS			402.00	10/15/2003	Y
0909 B	052071	DSUS			582.00	10/15/2003	Y

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NEW JERSEY AUTOMATED MUNICIPAL SYSTEM  
 AFS/ACS PAYS ELIGIBLE FOR PRIVATE COLLECTIONS - DETAIL REPORT  
 SECAUCUS TOWN MUNICIPAL COURT (0909)

PAGE: 3  
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TICKET/COMPLAINT	LEAD	TRAY STATUS	DEPENDANT NAME (L, F, M)	REMAINING BALANCE \$ AMOUNT	LAST NOTICE DATE / WARRANT ISSUE DATE	OUTSTANDING WARRANT
0909 B	052009	DSUS		157.00	10/15/2003	Y
0909 B	049316	DSUS		1,133.00	10/15/2003	Y
0909 B	080307	DSUS		732.00	10/15/2003	Y
0909 B	047771	DSUS		134.00	10/15/2003	Y
0909 B	072531	DSUS		934.00	10/15/2003	Y
0909 B	072512	DSUS		516.00	10/15/2003	Y
0909 B	072221	DSUS		876.00	10/15/2003	Y
0909 B	072087	DSUS		497.00	10/15/2003	Y
0909 B	075720	PSUS		402.00	03/02/2004	Y
0909 B	192039	PSUS		327.50	04/14/2004	Y
0909 D	021617	PSUS		90.00	08/09/2004	Y
0909 1	945054	PSUS		30.00	10/13/2004	Y
0909 B	004262	DSUS		60.00	11/03/2004	Y
0909 B	147234	DSUS		860.00	06/07/2005	Y
0909 D	028586	DSUS		1,063.00	09/19/2005	Y
0909 B	107957	DSUS		775.00	10/24/2005	Y
0909 B	116065	DSUS		858.00	12/27/2005	Y
0909 D	030441	DSUS		2.50	05/30/2006	Y
0909 B	106186	DSUS		966.00	06/21/2006	Y
0909 D	027499	DSUS		426.00	10/12/2006	Y
0909 B	046083	PSUS		200.00	10/12/2006	Y
0909 B	043623	PSUS		521.00	10/16/2006	Y
0909 B	107181	DSUS		421.00	10/16/2006	Y
0909 B	107222	DSUS		601.00	10/16/2006	Y
0909 B	106782	DSUS		220.00	10/16/2006	Y
0909 B	006569	DSUS		552.00	10/16/2006	Y
0909 B	033953	DSUS		409.00	10/16/2006	Y
0909 B	102153	DSUS		216.00	10/16/2006	Y
0909 B	044231	DSUS		9.00	10/16/2006	Y
0909 D	016068	PSUS		11.00	11/17/2006	Y
0909 B	813619	DSUS		5.50	11/20/2006	Y
0909 B	159269	DSUS		66.00	11/27/2006	Y
0909 D	026182	DSUS		2,096.00	02/05/2007	Y
0909 B	144136	DSUS		583.00	04/16/2007	Y
0909 D	009357	DSUS		134.00	05/31/2007	Y
0909 D	004042	PSUS		5.50	08/06/2007	Y
0909 D	042572	PSUS		716.00	08/20/2007	Y
0909 D	047698	PSUS		283.00	09/20/2007	Y
0909 D	046967	PSUS		433.00	01/16/2008	Y
0909 SP3	820320	PSUS		316.50	02/11/2008	Y
0909 D	040038	PSUS		416.00	04/02/2008	Y
0909 SP4	075217	DSUS		1,033.00	06/09/2008	Y
0909 SP4	063968	DSUS		616.00	06/09/2008	Y
0909 SP4	059448	DSUR		849.00	07/01/2008	Y
0909 D	050719	DSUR		5.50	07/07/2008	Y
0909 D	031306	DSUR		866.00	09/24/2008	Y
0909 D	021528	DSUR		1,116.00	12/09/2008	Y
0909 D	044111	DSUR		1,566.00	01/20/2009	Y
0909 D	059049	DSUR		505.00	04/01/2009	Y
0909 HCP	062737	DSUR		676.00	04/07/2009	Y
0909 D	031054	DSUR		783.00	07/01/2009	Y
0909 D	062980	DSUR		1,391.00	07/21/2009	Y
0909 B	146595	DSUR				Y

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NEW JERSEY AUTOMATED MUNICIPAL SYSTEM  
 APTS/ACS TPAVS ELIGIBLE FOR PRIVATE COLLECTIONS - DETAIL REPORT  
 SECAUCUS TOWN MUNICIPAL COURT (0909)

TICKET/COMPLAINT	LEAD	TPAV STATUS	DEFENDANT NAME (L, F, M)	REMAINING BALANCE \$ AMOUNT	LAST NOTICE DATE / WARRANT ISSUE DATE	OUTSTANDING WARRANT
0909 D	065869	DSUS		783.00	08/20/2009	Y
0909 D	040223	DSUS		61.00	08/25/2009	Y
0909 D	065074	PSUS		266.00	08/26/2009	Y
0909 D	046243	DSUS		666.00	09/10/2009	Y
0909 D	067656	DSUS		533.00	09/10/2009	Y
0909 SP4	313862	PSUS		483.00	10/07/2009	Y
0909 D	062315	DSUS		533.00	10/28/2009	Y
0909 D	067490	DSUS		183.00	10/28/2009	Y
0909 D	064154	DSUS		716.00	11/04/2009	Y
0909 D	069931	DSUS		416.00	12/15/2009	Y
0909 D	017674	DSUS		1,591.00	12/15/2009	Y
0909 D	056881	PSUS		808.00	12/15/2009	Y
0909 SP4	401277	DSUS		993.00	12/23/2009	Y
0909 SP3	436547	DSUS		621.00	12/29/2009	Y
0909 D	070762	DSUS		789.00	01/26/2010	Y
0909 SP4	150733	PSUS		364.00	02/02/2010	Y
0909 D	065608	PSUS		280.00	02/11/2010	Y
0909 SP1	578886	DSUS		616.00	03/16/2010	Y
0909 D	046313	DSUS		1,108.00	03/16/2010	Y
0909 SP4	611441	DSUS		408.00	04/13/2010	Y
0909 D	072002	DSUS		333.00	05/04/2010	Y
0909 D	067632	DSUS		783.00	05/12/2010	Y
0909 D	065022	PSUS		223.00	06/02/2010	Y
0909 D	063943	DSUS		433.00	06/09/2010	Y
0909 D	053434	PSUS		591.00	06/22/2010	Y
0909 D	072014	DSUS		116.00	07/08/2010	Y
0909 SP4	803825	PSUS		1,074.00	08/24/2010	Y
0909 D	067789	DSUS		666.00	09/08/2010	Y
0909 D	053422	PSUS		491.00	09/21/2010	Y
0909 SP4	707191	DSUS		216.00	10/13/2010	Y
0909 D	037061	DSUS		283.00	11/16/2010	Y
0909 D	074862	DSUS		933.00	11/23/2010	Y
0909 TPT	031149	DSUS		1,482.00	12/07/2010	Y
0909 HCS	098249	DSUS		383.00	12/30/2010	Y
0909 D	075703	DSUS		283.00	01/11/2011	Y
0909 D	075486	DSUS		378.00	01/13/2011	Y
0909 SP4	763481	PSUS		140.00	01/18/2011	Y
0909 HCS	102912	DSUS		791.00	01/25/2011	Y
0909 D	009367	DSUS		398.00	01/25/2011	Y
0909 D	058686	DSUS		641.00	01/25/2011	Y
0909 D	075680	DSUS		541.00	02/01/2011	Y
0909 HCS	095819	DSUS		416.00	02/01/2011	Y
0909 D	079159	DSUS		566.00	02/15/2011	Y
0909 D	072788	DSUS		516.00	07/01/1997	Y
1997 D	000209	DELQ		152.00	08/06/1997	Y
1997	001586	BAD		475.00	09/03/1997	Y
1997	594840	DELQ		390.00	09/11/1997	Y
1997	000464	DELQ		250.00	09/11/1997	Y
1997	594843	DELQ		400.00	09/11/1997	Y
1997	000504	DELQ		1,270.00	09/11/1997	Y
1997	000500	DELQ		250.00	09/11/1997	Y
1997	000462	DELQ		250.00	09/11/1997	Y
1997	000499	DELQ		250.00	09/11/1997	Y

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NEW JERSEY AUTOMATED MUNICIPAL SYSTEM  
 ATFS/ACS TPAVS ELIGIBLE FOR PRIVATE COLLECTIONS - DETAIL REPORT  
 SECAUCUS TOWN MUNICIPAL COURT (0909)

TICKET/COMPLAINT	LEAD	TPAY STATUS	DEPENDANT NAME (L, F, M)	REMAINING BALANCE \$ AMOUNT	LAST NOTICE DATE / WARRANT ISSUE DATE	OUTSTANDING WARRANT
S	1997 594839	DELO		100.00	09/15/1997	Y
S	1997 594841	DELO		400.00	09/15/1997	Y
S	1997 000469	DSUS		125.00	09/29/1997	Y
S	1997 000411	DSUS		483.00	09/30/1997	Y
S	1997 000466	DELO		650.00	10/27/1997	Y
W	1997 000679	DELO		125.00	11/17/1997	Y
W	1996 582341	DELO		460.00	12/15/1997	Y
W	1997 000452	DELO		1,150.00	12/15/1997	Y
W	1997 000359	DELO		650.00	01/21/1998	Y
W	1997 000520	DELO		500.00	02/26/1998	Y
W	1997 000647	DELO		500.00	04/16/1998	Y
W	1997 000786	DELO		100.00	05/12/1998	Y
W	1997 000810	DELO		250.00	06/10/1998	Y
W	1997 000507	DSUS		668.00	06/29/1998	Y
W	1997 000507	DSUS		2,109.00	08/10/1998	Y
SC	1998 001330	DELO		600.00	08/10/1998	Y
S	1998 284878	DELO		150.00	09/02/1998	Y
W	1998 000104	DELO		2.00	09/02/1998	Y
W	1998 000028	DELO		400.00	09/02/1998	Y
W	1997 000791	DELO		353.00	09/08/1998	Y
S	1998 000206	DELO		125.00	09/15/1998	Y
S	1997 000980	DELO		331.00	09/23/1998	Y
S	1994 826622	DELO		175.00	09/24/1998	Y
S	1997 000498	DELO		300.00	11/09/1998	Y
S	1997 000704	DELO		250.00	11/18/1998	Y
W	1997 000309	DELO		250.00	11/18/1998	Y
W	1996 582365	DELO		145.00	12/01/1998	Y
W	1996 593404	DSUS		268.00	12/01/1998	Y
S	1996 896134	DSUS		150.00	12/02/1998	Y
S	1996 025420	DELO		650.00	12/02/1998	Y
W	1996 615831	DELO		1,420.00	12/02/1998	Y
W	1995 826859	DELO		1,150.00	12/07/1998	Y
W	1997 000451	DELO		2,030.00	12/14/1998	Y
SC	1998 001372	BAD		125.00	12/21/1998	Y
W	1998 116921	DELO		386.00	01/04/1999	Y
S	1995 895860	DELO		175.00	01/04/1999	Y
S	1992 185793	DELO		525.00	01/04/1999	Y
S	1996 022779	DELO		625.00	01/04/1999	Y
W	1995 644552	DELO		275.00	01/04/1999	Y
W	1991 425004	DELO		150.00	02/10/1999	Y
W	1998 000614	DELO		525.00	02/22/1999	Y
S	1992 185754	DELO		277.00	03/17/1999	Y
W	1998 000431	DELO		395.00	03/17/1999	Y
W	1999 000027	DELO		250.00	04/07/1999	Y
W	1997 000667	DELO		551.00	04/13/1999	Y
S	1993 049478	DELO		400.00	04/13/1999	Y
S	1998 000188	DELO		900.00	05/06/1999	Y
S	1992 806928	DELO		3,310.37	05/20/1999	Y
S	1997 000547	DELO		155.00	06/01/1999	Y
W	1998 000615	DELO		127.00	06/28/1999	Y
W	1997 873120	DELO		254.00	06/28/1999	Y
W	1997 704802	DELO		828.00	07/26/1999	Y
SC	1999 001437	DELO		125.00	08/10/1999	Y
S	1997 000977	DELO				Y

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NEW JERSEY AUTOMATED MUNICIPAL SYSTEM  
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 SECaucus TOWN MUNICIPAL COURT (0909)

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TICKET/COMPLAINT	LEAD	TPAY STATUS	DEPENDANT NAME (L, F, M)	REMAINING BALANCE \$ AMOUNT	LAST NOTICE DATE / WARRANT ISSUE DATE	OUTSTANDING WARRANT
1998 000432	W	DELO		150.00	09/08/1999	Y
1990 597421	S	DELO		125.00	09/21/1999	Y
1997 000423	S	DSUS		2,978.00	10/05/1999	Y
1995 644565	W	DSUS		1,727.00	10/05/1999	Y
1997 000202	W	DSUS		272.00	10/05/1999	Y
1999 000359	W	DELO		655.00	10/21/1999	Y
1998 000584	W	DELO		300.00	10/25/1999	Y
1998 000545	W	DSUS		199.00	11/10/1999	Y
1992 185752	S	DELO		1,363.00	11/12/1999	Y
1999 000195	S	DELO		265.00	12/06/1999	Y
1999 000165	W	DELO		305.00	12/06/1999	Y
1999 000208	W	DELO		255.00	12/06/1999	Y
1999 000357	W	DELO		655.00	12/20/1999	Y
1998 000442	W	DELO		180.00	01/03/2000	Y
1999 000192	S	DELO		127.00	01/11/2000	Y
1996 865235	S	DELO		2.00	01/20/2000*	Y
1994 582278	W	DELO		383.50	02/07/2000	Y
1991 902990	S	DELO		810.00	03/28/2000	Y
2000 000026	W	DELO		255.00	05/12/2000	Y
1998 000427	S	DELO		137.00	07/07/2000	Y
1998 000838	W	DSUS		593.00	07/19/2000	Y
2000 000227	SC	DELO		75.00	08/16/2000	Y
1999 000693	S	DSUS		173.00	08/16/2000	Y
2000 000227	W	DELO		173.00	09/14/2000	Y
1999 000695	S	DSUS		1,540.00	10/17/2000	Y
1990 597541	S	DELO		64.50	10/17/2000	Y
1995 091675	W	DELO		127.00	11/21/2000	Y
1999 000119	S	DELO		255.00	11/27/2000	Y
2000 000233	W	DELO		127.00	12/18/2000	Y
1999 601287	W	DELO		176.00	01/08/2001	Y
1998 000285	S	DSUS		185.00	01/22/2001	Y
2000 000559	W	DELO		235.00	02/14/2001	Y
2000 000584	W	DELO		305.00	03/19/2001	Y
1998 000559	W	DELO		388.00	03/22/2001	Y
1998 000277	S	DSUS		325.00	04/09/2001	Y
1999 000276	W	DSUS		226.00	06/25/2001	Y
1999 000362	W	DSUS		310.00	07/26/2001	Y
2001 000090	W	DELO		127.00	08/23/2001	Y
2000 969854	W	DELO		212.00	09/05/2001	Y
2000 000179	S	DSUS		33.00	09/24/2001	Y
2001 000061	S	DSUS		145.00	12/10/2001	Y
1998 000720	S	DSUS		68.00	12/18/2001	Y
2001 000294	S	DSUS		145.00	12/24/2001	Y
1998 000719	S	DSUS		127.00	02/21/2002	Y
1996 582363	W	DELO		127.00	02/21/2002	Y
2001 000505	W	DELO		127.00	02/21/2002	Y
1996 214966	W	DELO		100.00	02/21/2002	Y
1990 748206	W	DELO		127.00	02/21/2002	Y
1996 214943	W	DELO		405.00	02/21/2002	Y
1997 000476	S	DSUS		323.00	04/19/2002	Y
2002 871641	S	DSUS		20.00	05/20/2002	Y
1997 000310	W	DELO		399.00	07/22/2002	Y
1997 000426	S	DSUS				Y

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NEW JERSEY AUTOMATED MUNICIPAL SYSTEM  
 AFS/ACS TPAVS ELIGIBLE FOR PRIVATE COLLECTIONS - DETAIL REPORT  
 SECAUCUS TOWN MUNICIPAL COURT (0909)

TICKET/COMPLAINT	LEAD	TPAV	STATUS	DEPENDANT NAME (L, F, M)	REMAINING BALANCE \$ AMOUNT	LAST NOTICE DATE / WARRANT ISSUE DATE	OUTSTANDING WARRANT
W 2002 000148	DSUS				173.00	08/13/2002	Y
S 1997 000834	DEIQ				300.00	08/19/2002	Y
W 1998 000399	DEIQ				702.00	09/16/2002	Y
S 1997 000019	DEIQ				1,025.00	09/16/2002	Y
W 1995 091689	DEIQ				437.00	10/03/2002	Y
W 2001 000076	DEIQ				305.00	12/04/2002	Y
S 2002 000604	DSUS				145.00	01/16/2003	Y
W 1999 000130	DEIQ				127.00	03/21/2003	Y
S 1997 000402	DEIQ				132.00	03/26/2003	Y
W 2001 000720	DEIQ				127.00	03/31/2003	Y
W 2001 000080	DEIQ				1,200.00	05/13/2003	Y
W 2003 000151	DEIQ				155.00	05/29/2003	Y
W 2002 000136	DEIQ				800.00	07/25/2003	Y
S 1999 000231	DEIQ				680.00	09/29/2003	Y
W 2003 000346	DEIQ				485.00	10/08/2003	Y
S 1995 865134	DEIQ				437.00	12/03/2003	Y
W 2002 383710	DEIQ				127.00	03/05/2004	Y
W 2003 000930	DSUS				145.00	03/11/2004	Y
W 2003 000343	DSUS				273.00	03/11/2004	Y
W 2003 000342	DSUS				423.00	04/27/2004	Y
S 1995 826902	DEIQ				125.00	04/13/2004	Y
W 1998 000322	DSUS				145.00	05/03/2004	Y
S 1996 993465	DEIQ				127.00	03/11/2004	Y
W 2003 000962	DEIQ				127.00	05/12/2004	Y
S 2003 000448	DEIQ				127.00	06/09/2004	Y
W 1999 000207	DEIQ				127.00	06/09/2004	Y
W 2003 000617	DEIQ				127.00	08/04/2004	Y
W 2004 000838	DSUS				176.00	09/27/2004	Y
W 1998 000395	DEIQ				127.00	02/22/2005	Y
W 2003 000615	DSUS				127.00	02/24/2005	Y
W 2003 000522	DSUS				368.00	03/30/2005	Y
W 2004 000125	DEIQ				643.00	05/02/2005	Y
W 1998 000302	DEIQ				158.00	05/16/2005	Y
S 1998 000488	DSUS				127.00	06/07/2005	Y
W 1997 000358	DEIQ				2.00	06/16/2005	Y
W 1998 000326	DEIQ				127.00	07/25/2005	Y
S 2004 000407	DSUS				433.00	08/29/2005	Y
W 2005 000190	DSUS				278.00	09/12/2005	Y
W 1999 000702	DEIQ				127.00	09/26/2005	Y
S 1999 000006	DEIQ				408.00	09/26/2005	Y
W 2004 000656	DEIQ				272.00	10/11/2005	Y
S 2003 000838	DSUS				127.00	10/11/2005	Y
W 2001 000551	DEIQ				130.00	11/16/2005	Y
W 2005 000251	DEIQ				254.00	11/21/2005	Y
S 1997 000624	DEIQ				155.00	01/09/2006	Y
W 2004 000482	DEIQ				155.00	02/27/2006	Y
W 1998 000626	DEIQ				130.00	04/17/2006	Y
W 2005 000983	DSUS				148.00	05/16/2006	Y
W 2006 000003	DSUS				260.00	05/22/2006	Y
W 1998 000448	DEIQ				408.00	06/19/2006	Y
W 2006 000499	DEIQ				83.00	06/19/2006	Y
TP 2005 033136	DEIQ				816.00	07/26/2006	Y
S 2006 000239	DEIQ						Y

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NEW JERSEY AUTOMATED MUNICIPAL SYSTEM  
 ATIS/ACS TRAPS ELIGIBLE FOR PRIVATE COLLECTIONS - DETAIL REPORT  
 SECAUCUS TOWN MUNICIPAL COURT (0909)

TICKET/COMPLAINT	LEAD	TRAP STATUS	DEPENDANT NAME (L, F, M)	REMAINING BALANCE \$ AMOUNT	LAST NOTICE DATE / WARRANT ISSUE DATE	OUTSTANDING WARRANT
S 2004 000773		DELO		2,000.00	09/25/2006	Y
W 1999 000301		DELO		155.00	10/11/2006	Y
W 2004 000623		DSUS		163.00	12/26/2006	Y
S 2000 000343		DSUS		167.00	01/29/2007	Y
S 2000 000015		DELO		127.00	01/29/2007	Y
W 2005 001002		DELO		483.00	04/05/2007	Y
S 1997 000127		DELO		127.00	04/10/2007	Y
W 2002 000443		DSUS		184.00	04/16/2007	Y
W 2006 000935		DELO		158.00	05/14/2007	Y
S 2006 000261		DSUS		693.00	05/21/2007	Y
W 2002 000419		DELO		127.00	06/01/2007	Y
W 2006 000936		DSUS		109.00	06/11/2007	Y
W 2007 000072		DELO		130.00	09/06/2007	Y
S 1991 807053		DELO		130.00	10/26/2007	Y
W 2007 000289		DSUS		148.00	11/26/2007	Y
W 2007 000261		DELO		130.00	11/28/2007	Y
W 1999 000279		DSUS		38.00	12/18/2007	Y
S 2007 929043		DSUS		831.00	12/27/2007	Y
W 2006 000433		DELO		566.00	02/06/2008	Y
S 2005 000686		DSUS		444.00	03/03/2008	Y
S 1992 243248		DELO		275.00	04/29/2008	Y
S 2006 000245		DELO		150.00	05/19/2008	Y
S 1997 000010		DELO		158.00	05/27/2008	Y
S 2005 000724		DELO		716.00	07/03/2008	Y
W 2002 000677		DSUS		848.50	09/09/2008	Y
W 1998 000130		DSUS		168.00	10/28/2008	Y
W 2001 000398		DSUS		823.50	11/18/2008	Y
W 2007 000612		DSUS		148.00	11/18/2008	Y
W 2008 002212		DELO		366.00	12/08/2008	Y
W 2007 000025		DSUS		529.00	12/09/2008	Y
W 2000 000212		DELO		127.00	12/15/2008	Y
W 2007 000269		DSUS		1,334.00	01/20/2009	Y
W 2008 000983		DELO		8.00	01/21/2009	Y
W 2006 000413		DELO		283.00	01/28/2009	Y
W 2006 022434		DELO		130.00	03/03/2009	Y
W 2008 000465		DELO		2,316.00	03/06/2009	Y
W 2008 000387		DSUS		734.00	03/18/2009	Y
W 2007 000614		DSUS		170.00	03/18/2009	Y
W 1998 000570		DELO		127.00	03/23/2009	Y
W 2008 000038		DSUS		310.00	03/25/2009	Y
W 2008 000078		DSUS		148.00	03/31/2009	Y
W 1997 000639		DELO		150.00	04/02/2009	Y
W 2008 000845		DSUS		551.00	05/11/2009	Y
W 1994 622444		DSUS		735.00	09/01/2009	Y
W 2005 000915		DELO		130.00	09/25/2009	Y
W 2005 000052		DELO		158.00	09/25/2009	Y
W 2009 000486		DELO		1,816.00	10/02/2009	Y
W 2007 004309		DSUS		81.00	10/18/2009	Y
W 2009 000090		DELO		130.00	10/20/2009	Y
W 2003 000592		DELO		127.00	11/13/2009	Y
W 2009 000373		DELO		658.00	12/09/2009	Y
W 2009 000015		DELO		408.00	12/18/2009	Y
S 1997 000457		DELO		254.00	01/20/2010	Y

REPORT ID : TFC1567  
 RUN DATE : 02/18/2012  
 RUN TIME : 02:25:07

NEW JERSEY AUTOMATED MUNICIPAL SYSTEM  
 AMTS/ACS TPRYS ELIGIBLE FOR PRIVATE COLLECTIONS - DETAIL REPORT  
 SECAUCUS TOWN MUNICIPAL COURT (0909)

PAGE : 9  
 RUN : WEEKLY

TICKET/COMPLAINT	LEAD	TPRAY	STATUS	DEPENDANT NAME (L, F, M)	REMAINING BALANCE \$ AMOUNT	LAST NOTICE DATE / WARRANT ISSUE DATE	OUTSTANDING WARRANT
S	1999	000156	DELO		117.00	02/02/2010	Y
S	1997	000328	DELO		155.00	02/09/2010	Y
W	2009	000881	DELO		2,623.00	03/09/2010	Y
W	1998	000536	DELO		254.00	03/15/2010	Y
W	1994	001294	DELO		125.00	03/15/2010	Y
S	2003	000668	DELO		130.00	04/12/2010	Y
S	2009	000285	DSUS		834.00	06/15/2010	Y
S	2010	000144	DSUS		326.00	06/15/2010	Y
S	2010	000997	DELO		108.00	07/08/2010	Y
S	2007	000684	DSUS		181.50	07/20/2010	Y
W	2009	001022	DELO		316.00	07/28/2010	Y
W	2009	000982	DSUS		148.00	08/24/2010	Y
W	2009	000360	DELO		33.00	08/27/2010	Y
W	2005	568508	DELO		158.00	09/03/2010	Y
W	1998	000154	DELO		127.00	09/17/2010	Y
W	2010	000376	DELO		158.00	10/18/2010	Y
SC	2010	003012	DSUS		867.00	11/10/2010	Y
W	1994	091521	DELO		178.00	12/09/2010	Y
W	2000	000582	DELO		125.00	12/22/2010	Y
W	2007	000292	DSUS		201.00	01/11/2011	Y
W	2010	000528	DSUS		346.00	02/01/2011	Y
W	2010	000337	DELO		1,532.00	02/04/2011	Y

TOTAL AMTS TICKETS ELIGIBLE : 203  
 TOTAL AMTS REMAINING BALANCE : \$99,893.50  
 TOTAL ACS COMPLAINTS ELIGIBLE : 243  
 TOTAL ACS REMAINING BALANCE : \$97,770.87  
 TOTAL NUMBER OF ELIGIBLE TPRYS : 446  
 TOTAL REMAINING BALANCE OF ELIGIBLE TPRYS : \$197,664.37  
 COURTS SHARE OF THE TOTAL REMAINING BALANCE : \$85,344.00

**PROPOSAL CHECKLIST**

Proposers/Vendors: Place a check or initial each line confirming that you have reviewed and are submitting the within items, as applicable.

- 1. \_\_\_\_\_ Legal Notice and Request for Proposals (24 pages total PLUS Exhibit "A", which is 23 pages )
- 2. \_\_\_\_\_ Proposal Checklist (This page)
- 3. \_\_\_\_\_ Proposal Form (Note: Attach narrative proposal submission with all attachments as per RFP Instructions to this Form)
- 4. \_\_\_\_\_ Affidavit of Non-Collusion
- 5. \_\_\_\_\_ Statement of Ownership of Corporation or Partnership
- 6. \_\_\_\_\_ Professional Service Entity Information Form
- 7. \_\_\_\_\_ Business Registration Certificate issued by the New Jersey Department of Treasury, pursuant to N.J.S.A. 52:32-44(1)(b) (P.L. 2004, c. 57)
- 8. \_\_\_\_\_ Insurance Requirements and Acknowledgement Form
- 9. \_\_\_\_\_ Mandatory Equal Employment Opportunity Notice
- 10. \_\_\_\_\_ Secaucus Pay To Play Affidavit & Copy of Chapter 26 attached

List all additional attachments:

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

Vendors: State all exceptions to the above: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Proposer) (seal)

by: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name and Title)

**PROPOSAL FORM**

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

TO: Town of Secaucus

FROM:

Vendor/Contractor Name: \_\_\_\_\_

Contact Person & Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

e-mail address: \_\_\_\_\_

The undersigned represents that he/she has read and understands the RFP Documents and all attachments thereto. The undersigned represents that he/she has considered all information contained therein. The undersigned agrees that submission of this proposal serves as the proposer's representation that if awarded the contract, it will not make any claims for, or have any right to, any concessions or damages because of lack of understanding of the RFP Documents or lack of information concerning the same.

The undersigned hereby agrees to provide complete performance in accordance with the RFP Documents.

**VENDOR'S FULL & COMPLETE PROPOSAL SHALL BE SET FORTH ON ATTACHMENTS TO THIS FORM SETTING FORTH THE PROPOSER'S FULL AND COMPLETE SUBMISSION TO THE WITHIN RFP.**

Witness: \_\_\_\_\_ (seal)  
(Contractor)

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)



**STATEMENT OF OWNERSHIP OF CORPORATION OR PARTNERSHIP**

New Jersey law, N.J.S.A. 52:25-24.2, provides that no corporation or partnership shall be awarded any state, county, municipal or school district contract for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

If one or more of such stockholders or partners is itself a corporation or partnership, the stockholders holding ten percent (10%) or more of that corporation's stock, or the individual partners owning ten percent (10%) or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the ten percent (10%) ownership criteria established in this act has been listed.

Accordingly, this statement must be completed and submitted simultaneously with the bid.

In the case of corporate or partnership stockholders, continue the disclosure on extra sheets until all required individual stockholders or partners are disclosed.

- (1) Names and addresses of all stockholders in \_\_\_\_\_, a corporation, who own ten percent (10%) or more of its stock of any class are:

Names:

Addresses:

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- (2) Names and addresses of all partners of \_\_\_\_\_, a partnership, owning an interest therein of ten percent (10%) or greater are:

Names:

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Addresses:

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- (3) Continued information on stockholders or partnerships that are themselves corporations or partnerships (Use extra sheets if necessary and attach).

WITNESS:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_(seal)  
(Contractor)

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

TOWN OF SECAUCUS

PROFESSIONAL SERVICE ENTITY INFORMATION FORM

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

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

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Social Security No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ E-Mail: \_\_\_\_\_

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

Trading As: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

\*\*\*\*\*

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

Name of Partners: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Federal I.D. No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Signature of authorized agent: \_\_\_\_\_

\*\*\*\*\*

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

State under whose laws incorporated: \_\_\_\_\_

Location of principal office: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Federal I.D. No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ E-Mail: \_\_\_\_\_

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

\_\_\_\_\_

Telephone No.: \_\_\_\_\_ Name of Corporation: \_\_\_\_\_

Signature: \_\_\_\_\_ By: \_\_\_\_\_

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

**TOWN OF SECAUCUS**

**INSURANCE REQUIREMENTS AND ACKNOWLEDGMENT FORM**

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

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

**PROFESSIONAL LIABILITY INSURANCE**

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

***Acknowledgment of Insurance Requirement:***

\_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)

\_\_\_\_\_ (Printed Name and Title)

TOWN OF SECAUCUS

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE**  
(N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.)

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

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

The successful professional service entity shall submit to the Town of Secaucus, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter):

*OR*

- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 et seq.;

*OR*

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

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

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

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

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

SIGNATURE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

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

## Ch. 26 PUBLIC CONTRACTS

### ARTICLE I Pay to Play Reform Ordinance

- § 26-1. Prohibition on awarding public contract to certain contributors.
- § 26-2. Contributions made prior to the effective date.
- § 26-3. Contribution statement by professional business entity.
- § 26-4. Return of excess contributions.
- § 26-5. Penalty.
- § 26-6. Notice to business entity.
- § 26-7. Severability.

[HISTORY: Adopted by the Mayor and Council of the Town of Secaucus 8-25-09 as Ord. No. 12-2009. Amendments noted where applicable.]

#### § 26-1. Prohibition on awarding public contract to certain contributors.

- A. To the extent that it is not inconsistent with state or federal law, the Town of Secaucus and any of its purchasing agents or departments or instrumentalities of the municipality thereof, as the case may be, shall not enter into any agreement or otherwise contract to procure services from any professional business entity or vendor, including those awarded pursuant to any process including a "fair and open process," if such professional business entity or vendor has solicited or made any contribution of money, or pledge of a contribution, including in-kind contributions, to (i) a campaign committee of any municipal candidate or holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Town of Secaucus or County party committee, or (iii) to any candidate committee, political action committee (PAC) or continuing political committee (CPC) that engages in, or whose primary purposes is the support of municipal or county elections and/or municipal or county parties in excess of the thresholds specified in subsection (d) within two (2) calendar years immediately preceding the date of the contract or agreement.
- B. No professional business entity or vendor who submits a proposal for, enters into negotiations for, or agrees to any contract or agreement (including non-emergency contracts awarded by 40A:11 et seq. or the "fair and open" process pursuant to 19:44A-20 et seq.) with the municipality or any departments thereof, for the rendition of professional services or goods and services, as the case may be, shall knowingly solicit or make any contributions of money, pledge of contribution, including in-kind contributions, to (i) any municipal candidate or holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Town of Secaucus or county party committee, or (iii) to any candidate committee, PAC or CPC that regularly engages in, or whose primary-purpose is the support of municipal or county elections and/or municipal or county parties, between the time of first communication between that professional business entity or vendor and the municipality regarding a specific professional services agreement or goods and services agreement, as the case may be, and the later of the termination of negotiations or rejection of any proposal, or the completion of the contract or agreement.
- C. For purposes of this Article, a "professional business entity" and a "vendor," seeking a public contract shall mean an individual including the individual's spouse, if any, and any child living at home; person, firm, corporation, professional corporation, partnership, organization, or association. The definition of a business entity and vendor includes all principals who own ten percent (10%) or more of the equity in the corporation or business trust, partners, and officers in the aggregate employed by the entity or vendor, as well as any subsidiaries directly controlled by the business entity or vendor.

- D. Any individual meeting the definition of "professional business entity" and a "vendor," under this section may annually contribute a maximum of three hundred dollars (\$300.) each for any purpose to any candidate for mayor or governing body, or three hundred dollars (\$300.) to the Town of Secaucus party committee, or three hundred dollars (\$300.) to the County party committee or to a PAC or candidate committee or CPC referenced in this Article, without violating Subsection A of this section. However, any group of individuals meeting the definition of "professional business entity" or "vendor" under this section, including such principals, partners, and officer of the entity or vendor in the aggregate, may not annually contribute for any purpose in excess of two thousand dollars (\$2,000.) to all Town of Secaucus candidates and officeholders with ultimate responsibility for the award of the contract, and all Town of Secaucus or County political parties, candidate committee, PAC's and CPC's referenced in this Article combined, without violating Subsection A of this section.
- E. For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be:
- (1) The Town of Secaucus Mayor or governing body, if the contract requires approval or appropriation from the Mayor or governing body.
  - (2) The Mayor of the Town of Secaucus, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.

**§ 26-2. Contributions made prior to the effective date.**

No contribution of money or any other thing of value, including in-kind contribution, made by a professional business entity or vendor to any Town of Secaucus candidate for Mayor or governing body, or Town of Secaucus or county party committee, candidate committee, PAC or CPC referenced in this ordinance shall be deemed a violation of this ordinance, nor shall an agreement for property, goods or services, of any kind whatsoever, be disqualified thereby, if that contribution was made by the professional business entity or vendor prior to the effective date of this ordinance.

**§ 26-3. Contribution statement by professional business entity.**

- A. Prior to awarding any contract or agreement to procure services with any professional business entity and any contract or agreement to procure goods and services from a vendor, the Town of Secaucus or its purchasing agents and departments, as the case may be, shall receive a sworn statement from the professional business entity or vendor, made under penalty of perjury, that the bidder or offer or has not made a contribution in violation of Section -1 of this Article.
- B. The professional business entity and vendor shall have a continuing duty to report any violations of this Article that may occur during the negotiation, proposal process or duration of a contract. The certification required under this section shall be made prior to entry into the contract or agreement with the Town of Secaucus, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

**§ 26-4. Return of excess contributions.**

A professional business entity, vendor, or municipal candidate or officeholder, or Town of Secaucus or county party committee, candidate committee, PAC or CPC referenced in this Article, may cure a violation of Section -1 of this Article, if, within thirty (30) days after the general election, the professional business entity or vendor notifies the municipality in writing and seeks and receives reimbursement of the contribution from the relevant municipal candidate or officeholder, Town of Secaucus or county political party, candidate committee, PAC or CPC referenced in this Article.

**§ 26-5. Penalty.**

- A. It shall be a breach of the terms of the Town of Secaucus professional service agreement or agreement for goods or services for a business entity to: (i) make or solicit a contribution in violation of this Article; (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contribution through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution the condition or with the agreement that it will be contributed to a campaign committee of any candidate or holder of the public office of the Town of Secaucus; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of this Article; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange or contributions to circumvent the intent of this Article; or (viii) directly or indirectly, through or by any other person or means, do any act which would subject that entity to the restriction of this Article.
- B. Furthermore, any professional business entity who violates Subsection A (ii–viii) shall be disqualified from eligibility for future Town of Secaucus contracts for a period of four (4) calendar years from the date of the violation.

**§ 26-6. Notice to business entity.**

The Town of Secaucus and any of its purchasing agents or departments or instrumentalities of the municipality shall provide all business entities or vendors seeking to provide services or goods to the Town a statement describing the requirements of this Article and a statement that compliance with the Article shall be binding upon the parties thereto upon submission of a proposal. Providing the business entity or vendor with a copy of this Article shall satisfy the requirements of this section.

**§ 26-7. Severability.**

- A. If any provision of this Article, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this Article to the extent it can be given effect or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby, and to this extent the provisions of this Article are severable.

**Ch. 26 PUBLIC CONTRACTS**

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AN ORDINANCE OF  
THE TOWN OF SECAUCUS, NEW JERSEY

ORDINANCE NO. 2012-4

AN ORDINANCE AMENDING CHAPTER 26 OF THE CODE OF THE TOWN OF  
SECAUCUS ENTITLED "PUBLIC CONTRACTS"

WHEREAS, the Town of Secaucus has determined that Modification to Secaucus's "Pay to Play Reform Ordinance" is required, as the prior restrictions were too general and would have prohibited many vendors from receiving contracts from the Town simply because of contributions made to other counties and municipalities throughout the State of New Jersey; and

WHEREAS, the Intent of Secaucus' Pay to Play Reform Ordinance was to limit the influence of any potential vendors in the Town's procurement process; and

WHEREAS, the current language of Chapter 26 of the Code of the Town of Secaucus relating to Pay to Play Reform could have the effect of disqualifying an otherwise low bidder during a fair, competitive and sealed bid process from providing the lowest bid contract because of contributions made within Secaucus or to any county or state entity referenced in the current Pay to Play Reform Ordinance;

NOW THEREFORE BE IT ORDAINED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, as follows:

1. Chapter 26 of the Code of the Town of Secaucus be, and is hereby amended to read as follows: (deletions indicated by "----" and additions in bold):

§26.1. **Prohibition on awarding public contract to certain contributors.**

- A. To the extent that it is not inconsistent with state or federal law, the Town of Secaucus and any of its purchasing agents or departments or instrumentalities of the municipality thereof, as the case may be, shall not enter into any agreement or otherwise contract to procure services from any professional business entity or vendor, including those awarded pursuant to any process including a "fair and open process," if such professional business entity or vendor has solicited or made any contribution of money, or pledge of a contribution, including in-kind contributions, to (i) a campaign committee of any municipal candidate or holder of public office having ultimate responsibility for the award or contract, or (ii) to any Town of Secaucus or County party committee, or (iii) to any candidate committee, political action committee (PAC) or continuing political committee (CPC) that engages in, or whose primary purposes is the support of **Secaucus** municipal or ~~county~~ elections and/or **Secaucus** municipal or ~~county~~ parties in excess of the thresholds specified in subsection (d) within two (2) calendar years immediately preceding the date of the contract or agreement. **Notwithstanding the foregoing, the governing body recognizes that the provisions of this ordinance need not be made applicable to any agreement or contract which is required to be formally bid through a fair, competitive, sealed bid and which must be awarded to the lowest responsible bidder following New Jersey state guidelines, statutes and standard procurement practices. The provisions of this Article are, therefore, not applicable to any contracts or agreements which are required to be and are formally bid through a fair, competitive, sealed bid process and awarded to the lowest responsible bidder.**
- B. No professional business entity or vendor who submits a proposal for, enters into negotiations for, or agrees to any contract or agreement (including non-emergency contracts awarded by 40A:11 et seq. or the "fair and open" process pursuant to 19:44A-20 et seq.) with the municipality or any departments thereof, for the rendition of professional services or goods and services, as the case may be, shall knowingly solicit or make any contributions of money, pledge of contribution, including in kind contributions, to (i) any municipal candidate or holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Town of Secaucus or county party committee, or (iii) to any candidate committee, PAC or CPC that regularly engages in , or whose primary purpose is the support of **Secaucus** municipal or ~~county~~ elections and/or **Secaucus** municipal or ~~county~~ parties, between the time of first communication between that professional business entity or vendor and the municipality regarding a specific professional services agreement or goods and services agreement, as the case may be, and the later of the termination of negotiations or rejection of any proposal, or the completion of the contract or agreement.

C. For purposes of this Article, a "professional business entity" and a "vendor," seeking public contract shall mean an individual including the individual's spouse, if any, and any child living at home; person, firm, corporation, professional corporation, partnership, organization, or association. The definition of a business entity and vendor includes all principals who own ten percent (10%) or more of the equity in the corporation or business trust; partners, and officers in the aggregate employed by the entity or vendor, as well as any subsidiaries directly controlled by the business entity or vendor.

D. Any individual meeting the definition of professional business entity" and a "vendor," under this section may annually contribute a maximum of three hundred dollars (\$300) each for any purpose to any **one candidate or candidate committee** for mayor or governing body, or three hundred dollars (\$300) to any Town of Secaucus party committee, ~~or three hundred dollars (\$300) to the County party committee~~ or **three hundred dollars (\$300)** to a PAC or candidate committee or CPC referenced in this Article, without violating Subsection A of this section. However, any group of individuals meeting the definition of "professional business entity" or "vendor" under this section, including such principals, partners, and officer of the entity or vendor in the aggregate, may not annually contribute for any purpose in excess of ~~two one thousand dollars (\$2,000)~~ **\$1,000** to Town of Secaucus candidates and officeholders with ultimate responsibility for the award of the contract, and all Town of Secaucus ~~or County~~ political parties, candidate committee, **joint candidate committees**, PAC's and CPC's referenced in this Article combined, without violating Subsection A of this section.

E. For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be:

- (1) The Town of Secaucus Mayor or governing body, if the contract requires approval or appropriation from the Mayor or governing body.
- (2) The Mayor of the Town of Secaucus, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.

#### **§26.2. Contributions made prior to the effective date.**

No contribution of money or any other thing of value, including in-kind contribution, made by a professional business entity or vendor to any Town of Secaucus candidate for Mayor or governing body, or Town of Secaucus ~~or county~~ party committee, candidate committee, PAC or CPC referenced in this ordinance shall be deemed a violation of this ordinance, nor shall an agreement for property, goods or services, of any kind whatsoever, be disqualified thereby, if that contribution was made by the professional business entity or vendor prior to the effective date of this ordinance.

#### **§26.4. Return of excess contributions.**

A professional business entity, vendor, or municipal candidate or officeholder, or Town of Secaucus ~~or county~~ party committee, candidate committee, **joint candidate committee** PAC or CPC referenced in this Article, may cure a violation of Section 1 of this Article, if, within thirty (30) days after the general election, the professional business entity or vendor notifies the municipality in writing and seeks and receives reimbursement of the contribution from the relevant municipal candidate or officeholder, Town of Secaucus ~~or county~~ party committee, candidate committee, **joint candidate committee** PAC or CPC referenced in this Article.

**TOWN OF SECAUCUS**

**ACKNOWLEDGMENT OF SECAUCUS PAY TO PLAY ORDINANCE**

Chapter 26 of the Secaucus Code addresses "Pay to Play" reforms in the Town of Secaucus. The undersigned acknowledges that he/she has read and understands the ordinance. Moreover, the undersigned represents that he/she, his/her firm, spouse and child living at home has not (and will not) solicited or made any contributions of money, pledge of contribution, including in-kind contributions in excess of the allowable limits within two (2) calendar years immediately preceding the date of the contract or agreement or the effective date of Chapter 26, whichever is shorter, to: (i) any municipal candidate or holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Town of Secaucus party committee, or (iii) to any candidate committee, PAC or CPC that regularly engages in, or whose primary-purpose is the support of Secaucus municipal elections and/or municipal parties, between the time of first communication between that professional business entity or vendor and the municipality regarding a specific professional services agreement or goods and services agreement, as the case may be, and the later of the termination of negotiations or rejection of any proposal, or the completion of the contract or agreement.

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
Notary Public  
State of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
(Signature of Professional)  
  
\_\_\_\_\_  
(Type or print name of Affiant and Title  
under signature)