

**Town of Secaucus
1203 Paterson Plank Road
Secaucus, New Jersey 07094**

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

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ATTENTION: ANTHONY V. D'ELIA, ESQ.

LEGAL NOTICE

**Town of Secaucus
County of Hudson, State of New Jersey**

REQUEST FOR PROPOSALS

**PROFESSIONAL SERVICES SOLICITATION
FAIR & OPEN SOLICITATION PROCESS**

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

REQUEST FOR PROPOSALS

PLEASE TAKE NOTICE that sealed 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 Town Clerk of the Town of Secaucus ("Town") or his designee on April 23, 2015, at 11:00 AM at 1203 Paterson Plank Road, Secaucus, New Jersey 07094, at which time said proposals will be opened and read publicly.

Proposals must be set forth on the forms provided by the Town. Proposals must be enclosed in a sealed envelope bearing on the outside of the envelope the name and address of the proposer/vendor and the words "**DESIGNATION OF A PRIVATE COLLECTION AGENCY - SECAUCUS MUNICIPAL COURT**". The envelope must be addressed to Town Clerk, Town of Secaucus, 1203 Paterson Plank Road, Secaucus, New Jersey 07094, and delivered by hand, overnight courier or mail. The submission must be received by the Town Clerk 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 201-330-2026, during business hours. The fee for the proposal document package is twenty dollars (\$20.00) payable in advance by cash or certified check to "Town of Secaucus".

The Mayor and Council of the Town of Secaucus intends to award a Contract for the within services after its review of the recommendation of the Town's Evaluation Committee of the within RFP submissions, which standards and criteria are set forth fully in RFP Documents.

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

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

REQUEST FOR PROPOSALS

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

2. **Definitions.**

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

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

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

March 31, 2011 Memorandum-Letter of Hon. Glenn A. Grant, J.A.D., titled "Procedures Governing the Private Collection of Municipal Court Debt" with annexed thereto a document titled "SUPREME COURT PROCEDURES GOVERNING THE PRIVATE COLLECTION OF MUNICIPAL COURT DEBT UNDER L 2009, C. 233" plus "APPENDIX A" and "APPENDIX B") plus all applicable federal and state laws,⁴ regulations, and rules governing debt collection.

Said **Exhibit "A"** consisting of twenty three (23) pages is, also, available at: <http://www.iudiciantstate.ni.us/notices/2011/n110414a.pdf>

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

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

4. Legislative and Administrative Background. The Town's private agency collections initiative reflects the procedures and guidelines established by the New Jersey Supreme Court ("Supreme Court") and the State's Administrative Office of the Courts ("AOC") subsequent to the adoption of N.J.S.A. 40:48-5a. (See **Exhibit "A"**.) Among other provisions, the law authorizes the governing body of a municipality having a Municipal Court to enter into a contract with a private collection agency or firm for the purpose of collecting outstanding Municipal Court debt. Pursuant to the legislation, an administrative fee not to exceed 22% of the amount collected is to be paid to the private collection agency to pay for the cost of collection. The law provides that the use of private collection agencies for these purposes shall be governed by rules and procedures adopted by the Supreme Court, which were issued on March 31, 2011 by the AOC. Formally titled the "Supreme Court Procedures Governing the Private Collection of Municipal Court Debt under N.J.S.A. 40:48-5a (see **Exhibit "A"**), this document codifies the procedures for using private collection agencies to collect outstanding Municipal Court debt. In addition to specifying the procedures to be followed by Municipal Courts, the document provides guidance for municipalities and private collection agencies and firms. The document also outlines procedures to be followed by the AOC. The law states that the only Municipal Court cases that may be sent to a private collection agency are those where the Municipal Court has made a final determination of guilt, the Municipal Court has exhausted all judicial enforcement remedies, and the Administrative Director of the Courts has authorized private collection.

5. Specific Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Supreme Court Procedures.

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

(a) General.

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

- (ii) The private collection agency shall ensure the confidentiality of all records received from the AOC or the Municipal Court. These records are the property of the Judiciary and may not be used by the private collection agency for any other purpose.
- (iii) The private collection agency shall allow employees of the Municipal Court and the AOC secure access to Municipal Court collection accounts on the private collection agency's computer systems.
- (iv) The private collection agency shall provide to the Municipal Court all manuals, handbooks and documentation for the specified system services and websites. The private collection agency shall also be required to provide accessories and supplies as may be necessary.
- (v) All system services and websites developed in response to these regulations shall be available for demonstration at the Municipal Court prior to the start of debt collection.
- (vi) The private collection agency shall institute collection activities in accordance with these regulations on all debts received from the Municipal Court.
- (vii) The private collection agency or any of its employees may not be a creditor, an officer or an employee of the municipality that contracts with the private collection agency.
- (viii) The private collection agency and its personnel may not in any way, directly or indirectly, represent themselves as government employees or employees of the Town of Secaucus, Secaucus Municipal Court, County of Hudson, State of New Jersey or any other municipality or county or the New Jersey Judiciary.
- (ix) The private collection agency shall be responsible for training its staff in the relevant law governing collection agencies, the due process remedies available to debtors, and these procedures and guidelines, so that its staff can speak knowledgeably with debtors about their accounts.
- (x) Upon learning that a debtor is deceased, the private collection agency shall notify the Municipal Court and shall immediately cease all collection efforts with respect to that debtor.
- (xi) The private collection agency shall complete and submit to the Municipal Court a civil judgment form for every case returned uncollected.
- (xii) The private collection agency may not undertake any litigation in regard to its collection activities under its contract with the municipality.
- (xiii) The private collection agency shall accept electronic files from the AOC on behalf of the Municipal Court or reports from the Municipal Court identifying cases selected for collection. The private collection agency shall be responsible for converting AOC supplied information or report data from the Municipal Court to the private collection agency's computer system.

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

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

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

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

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

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

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

(b) Subcontractors.

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

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

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

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

(c) Reporting.

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

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

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

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

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

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

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

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

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

(d) Insurance.

(i) The private collection agency shall agree to furnish insurance naming the municipality and the Judiciary as additional insured or as named insured in all insurance coverage. The private collection agency shall also agree to hold the municipality, and the Judiciary, their officers, agents and employees harmless from any and all claims made against the municipality, Judiciary, their officers, agents, and employees, which arise out of any action or omission of the private collection agency or any of its officers, agents, subcontractors or employees, and any and all claims which result from any condition created or maintained by the private collection

agency, or any of its officers, agents, subcontractors or employees, which condition was not specified to be created or maintained by the contract. The agreement to hold the municipality, and the Judiciary, their officers, agents, subcontractors or employees harmless shall not be limited to the limits of liability insurance required under the provisions of these guidelines.

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

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

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

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

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

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

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

9. Instructions to Proposers/Vendors.

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

B. Submissions:

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.

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

iii. Proposals shall be delivered at time and place set forth in Legal Notice.

iv. Each proposer/vendor shall sign submitted documents, where applicable, as follows: for a corporation, by an authorized principal executive officer, for a partnership or sole proprietorship, by a general partner or the proprietor, or by a duly authorized representative setting forth such authority.

v. Each proposer/vendor shall submit one (1) original set of completed RFP Documents and one (1) copy.

vi. Each proposer/vendor shall acknowledge receipt of addenda with its submission, if applicable.

vii. Once submitted, Proposers may not withdraw their submission within twenty four (24 hours) of time announced for the opening of sealed submissions.

10. General Evaluation of Proposals

A. Evaluation of Proposals. The Evaluation Committee (consisting of Town Administrator, Purchasing Agent and an attorney of the Town) shall recommend an award by the Mayor and Council of Secaucus based upon stated evaluation criteria. The Committee/Town may consider, inter alia, such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses determine the most advantageous proposal. See Section 6. The committee shall base its recommendation on submissions only, except as otherwise provided herein.

B. Opportunity for Discussion. After opening proposals and prior to award, Town may initiate discussions with proposer(s) should clarification be necessary. Proposers may be required to make a presentation to clarify their RFP response or to further define their offer. A scheduling of such meeting shall

be solely within the discretion of the Town, requiring mandatory appearance by the vendor.

- C. Evaluation Criteria. The evaluation committee will evaluate the all according submissions/proposals to the following criteria:

Qualifications/General Abilities. Each proposer's/vendor's submission shall demonstrate its ability to provide qualified and sufficient personnel to provide those services required by the RFP Documents.

Experience, licensure and training of the proposer's/vendor's employees shall meet the specific needs of the RFP Documents and compliant with the aforereferenced laws and Court Rules. Proposers/vendors shall identify staff assigned to the services required. Contractor shall have sufficient personnel available to service the contract for full contract term/duration.

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

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

Prior Experience and Familiarity. Expertise shall be demonstrated by references providing the same services required herein, including services to Courts in the State of New Jersey. Proposers/vendors will be evaluated on knowledge, experience similar to that requested in the RFP Documents. In addition to relevant experience, proposers/vendors shall provide personnel qualifications in its proposal. Responses shall address experience, licensure, training, and the like.

- iii. Evaluation Committee Recommendation for Contract Award. The evaluation committee will provide a written recommendation for contract award to the Mayor and Council of Secaucus that contains the justification and rationale for its decision.
- v. No return of submissions. All material submitted in response to this RFP shall become the property of the Town upon delivery, and will not be returned.

11. Special Evaluation of Proposals

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

- A. Technical Criteria.

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

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

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

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

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

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

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

B. Management Criteria.

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

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

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

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

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

C. Cost Criteria.

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

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

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

12. Proposal Submission Requirements.

Each Proposer's submission shall, at a minimum:

- (i) Present the overall capabilities of the proposer and a brief description of the company's history as well as recent relevant experience (within the last three years).
- (ii) Describe your firm, including the size (number of employees), areas of specialization, and a discussion of your firm's qualifications.
- (iii) Identify any subcontractors that may be assigned to this project including their respective qualifications and experience.
- (iv) References: Submit at least five (5) references for whom comparable services have been performed within the past three years. Include the contact name, email, phone and mailing address for each reference. Provide appropriate references for any subcontractors that may be assigned to these services.
- (v) Financial Statements: Submit financial statements for the past three (3) years. The statements may be audited or unaudited.
- (vi) Litigation History: Submit a list outlining all lawsuits filed against the proposer for the past ten (10) years. This list shall include, but not be limited to, lawsuits where parties have alleged violations of the Fair Debt Collection Practices Act either in a Complaint, Counterclaim or Third Party Complaint.
- (vii) Penalty History: Submit a list of all penalties and fines assessed against the proposer for the past ten (10) years including any penalties and fines assessed by any and all federal agencies, any and all state agencies and any and all regulatory agencies.
- (viii) Proposed Solution and Approach: Submit a description addressing each component of the Scope of Services section defined in the RFP. In addition, each proposer must address the following detailed information:
 - (a) Explain how the proposer will provide the Town knowledge of referred account status and specify the timing of the receipt of reporting information.
 - (b) Describe how the proposer will ensure "easy access" to account information and account assistance to internal users, such as the Town's departments.
 - (c) Explain the manner in which the proposer will handle partial collections on accounts.
 - (d) Describe the proposer's approach to handling settlement plans or installment plans with debtors for governmental agencies.
 - (e) Include an explanation of the proposer's reporting methodology along with sample reports.

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

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

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

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

Proposers desiring to respond to this RFP shall submit their proposal in sufficient detail to allow for a thorough evaluation and comparative analysis. Proposals containing irrelevant material or an abundance of excessively vague language may be penalized in the screening process. Vendors may offer any additional or related services which may complement the purpose of this procurement.

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

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

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

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

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

(3) **Executive Summary:** Present a summary of proposal including the Proposer's understanding of the project, solution highlights, key benefits and cost considerations to Town. Each proposer shall identify, if applicable, any and all subcontractors and each subcontractor's personnel, their roles and what tasks are to be assigned.

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

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

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

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

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

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

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

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

14B Examination of Documents. By submitting a proposal, vendor represents and warrants that it has examined all Proposal Documents and addenda, if

any, and Exhibit "A". Should a proposer/vendor believe that any of the Proposal Documents are at variance with applicable laws, statutes, codes or regulations in any respect, or that there are errors, inconsistencies or ambiguities in the Proposal Documents, the proposer/vendor shall promptly notify the Town in writing.

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

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

16. **Indemnification.** To the fullest extent permitted by law, Contractor shall release, indemnify, defend and hold harmless the Town, and its Mayor and Council Members, administrators, officers, employees and agents (collectively, the "Indemnified Parties" and individually, an "Indemnified Party") from and against any and all claims, damages, losses, fines, civil penalties, liabilities, judgments, costs and expenses of any kind or nature whatsoever, including, but not limited to, interest, court costs and attorneys' fees, which in any way arise out of or result from any act(s) or omission(s) by Contractor (or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable) in the performance or non performance of services or other obligations under the Contract.

17. **Payments for Services.**
 - A. Payments to Contractor will be provided per Exhibit "A", which maximum amount is in Exhibit "A".
 - B. No (direct or indirect) payment from the Town shall ever be required under any circumstances.
 - C. Nothing herein contained shall suggest or infer the number of delinquent accounts to be assigned to Contractor. The Town does not represent the successfulness Contractor will achieve in collections. No minimum payment is suggested, inferred, implied or guaranteed.

18. **Secaucus Pay To Play Ordinance (Chapter 26 of the Code of the Town Of Secaucus).** Chapter 26 of the Code of the Town of Secaucus (Pay To Play Reform Ordinance) prohibits any person, vendor, business, organization, association, entity, professional business entity or the like from entering into any contract or agreement with the Town of Secaucus to provide any goods or services, including professional services, without first reviewing said Chapter and attesting to full compliance with said Chapter, and further attesting to the fact that such person, or his/her business, organization, association, entity, professional business entity or the like is not and would not be in violation of said Chapter by entering into a contract with Town. A copy of the said Chapter is annexed hereto.

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

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

19. Affirmative Action Requirements.

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

Mandatory Affirmative Action Language

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

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

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

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

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

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

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

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents: (1) Letter of Federal Affirmative Action Plan Approval; (2) Certificate of Employee Information Report; or (3) Employee Information Report Form AA302.

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

20. Americans With Disabilities Act Of 1990.

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

The Contractor and the Town do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. § 12101 *et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Town pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Town in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Town, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Town grievance procedure, the Contractor agrees to abide by any decision of the Town which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Town or if the Town incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the Town assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of the contract. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification

clause shall in no way limit the Contractor's obligations assumed in the contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Town from taking any other actions available to it under any other provisions of the contract or otherwise at law.

21. New Jersey Business Registration Requirements.

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

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

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

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

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

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

22. Miscellaneous Provisions.

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

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

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



EXHIBIT "A"

Administrative Office of the Courts

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

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

To: Municipal Court Judges
Municipal Court Directors
Municipal Court Administrators

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

Subj: Procedures Governing the Private Collection of Municipal Court Debt

Date: March 31, 2011

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

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

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

Please feel free to forward a copy of these procedures to your governing body. For convenience, an electronic copy is available to municipal leaders and the public through the Judiciary's Internet site, which can be accessed at www.njcourtsonline.com. 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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Appendix A.

- 1.. Guidelines for Contracting with a Private Collection Agency
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Appendix B.

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.

SCHEDULE 1

BID PROPOSAL CHECKLIST

Bidder should initial next to documents, thus indicating that the document has been submitted.

- 1. _____ Bid Proposal Checklist
- 2. _____ Bid Proposal Form
- 3. _____ Affidavit of Non-Collusion
- 4. _____ Affidavit and Questionnaire of Bidder's Experience and Financial Responsibility
- 5. _____ Statement of Ownership of Corporation or Partnership
- 6. _____ 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)
- 7. _____ Acknowledgment Of Secaucus Pay To Play Ordinance
- 8. _____ Disclosure of Investment Activities in Iran

_____ (seal)
(Contractor)

BY: _____
(Authorized Signature)

(Printed Name and Title)

SCHEDULE 2

BID PROPOSAL FORM – 3 pages

Proposal for Court Collection Services

TO: Town of Secaucus

FROM:

(Contractor)

(Phone Number)

(Facsimile Number)

(Mailing Address)

(Beeper Number)

(e-mail address)

(Cellular Phone Number)

The undersigned hereby agrees to provide complete performance in accordance with the Bid Documents for the prices listed in this Bid Proposal Form. The bidder represents that it has read and understands the Bid Documents and that it has duly considered all information contained therein in the course of submitting its bid. Moreover, submission of this bid serves as the bidder'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 Bid Documents or lack of information concerning same.

CONTRACT YEAR ONE \$ _____

ADDITIONAL YEAR TWO \$ _____

ADDITIONAL YEAR THREE \$ _____

EXCEPTIONS AND DEVIATIONS:

Bidder shall fully describe every variance, exception and/or deviation. Additional sheets may be used if required.

The bidder states that it has received the following Addenda, Notices or Revisions to the Bid Documents and has given them due consideration in the preparation of its bid.

Addendum No., Title of Notice or
Title of Revision

Date Received

Witness:

_____(seal)
(Contractor)

(Signature)

By:

(Authorized Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)

QUESTIONNAIRE

This Questionnaire must be completed and submitted as part of the bid. Failure to complete this form or to provide any of the information required herein may result in rejection of the bid.

1. How many years has the bidder been engaged in the business of providing the services or products requested by the Bid Documents under the present firm name?

2. List any other names under which the bidder, its partners or officers have conducted business in the past three (3) years, and the number of years business was conducted under that name.

3. When was the bidder organized, formed or incorporated?

4. List three bank references with contact information:

5. Credit available for this Contract?

6. List the names and home addresses of all the officers of the bidder, noting their position in the Company:

7. List the name of executive who will give personnel attention to the project:

8. Has the bidder ever been adjudged bankrupt or been subject to a receivership or an order of reorganization? If so, give details and particulars.

9. Is the bidder at this time subject to any court order relating to bankruptcy, liquidation or reorganization? If so, give details and particulars.

10. Has the bidder, its partners or officers, failed to perform any contract in the past three (3) years? If the answer is "Yes", state when, where and why. A complete explanation is required.

11. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against the bidder, or any of its principals?

12. Has the bidder filed any law suits or requested arbitration with regard to any contracts within the last five years? (If the answer is yes, please attach details).

13. Within the last five years, has any officer or principal of the bidder ever been an officer or principal of another organization that failed to complete a contract? (If the answer is yes, please attach details).

14. On a separate sheet, list the private and public contracts the bidder is currently performing, giving the name the owner, contract amount, percent complete and scheduled completion date, and owner contact number.

15. On a separate sheet, list the contracts the bidder has completed this past year, giving the name of the owner, owner contact number, contract amount, date of completion.

18. Trade References with contact information:

19. Name of Bonding Company:

20. Name and address (no P.O. Box) of agent authorized to accept service:

SCHEDULE 5

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:

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

Names:

Addresses:

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

WITNESS:

_____(seal)
(Contractor)

(Signature)

By: _____
(Authorized Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)

Schedule 6

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)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

OPS Number: _____ Proposer: _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:

_____ is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,
AND

_____ is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____ Relationship to Proposer: _____	
Description of Activities: _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer Contact Name: _____	Contact Phone Number: _____

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

Full Name (Print):

Signature: