

REQUEST FOR PROPOSALS

PRIVATE COLLECTION AGENCY OF MUNICIPAL COURT DEBT

**ADDRESS ALL PROPOSALS TO
DESIGNATED CONTACT PERSON:**

Ms. Carmela Riccie,
West New York Town Clerk
Municipal Building
428 60th Street
West New York, NJ 07093

All proposals must indicate on the outside envelope: RFP:
PRIVATE COLLECTION AGENCY OF MUNICIPAL COURT DEBT

RFP DUE ON: April 10, 2012

NO LATER THAN 11:00 a.m.

PROPOSER FINAL CHECK LIST

1. CHECK OFF LIST
2. NOTICE
3. DISCLOSURE STATEMENT
4. NON COLLUSION AFFIDAVIT
(This form must be notarized)
5. CONTACT PERSON
6. AFFIRMATIVE ACTION MANDATORY LANGUAGE
(Exhibit A) (Must provide Certificate)
7. AMERICANS WITH DISABILITIES ACT OF 1990
8. OWNERSHIP STATEMENT COMPLIANCE
FORM PUBLIC LAW 1977 CHAPTER 33
9. SCOPE OF WORK
10. PROPOSAL AGREEMENT
11. ADDENDUM RECEIPT (If applicable)
12. BUSINESS REGISTRATION CERTIFICATE
(Per P.L. 2004, c.57)

NOTICE

NOTICE IS HEREBY GIVEN THAT SEALED REQUEST FOR PROPOSALS BE RECEIVED NO LATER THAN **April 10, 2012 at 11:00 a.m.** FOR THE FOLLOWING:

PRIVATE COLLECTION AGENCY OF MUNICIPAL COURT DEBT

PROPOSAL AND SPECIFICATIONS MAY BE OBTAINED FROM:

Ms. Carmela Riccie,
West New York Town Clerk
Municipal Building
428 60th Street
West New York, NJ 07093

PROPOSAL MUST BE SUBMITTED ON THE FORM SUPPLIED IN A SEALED ENVELOPE BEARING THE NAME AND ADDRESS OF THE VENDOR SUBMITTING A PROPOSAL AND ADDRESSED TO THE TOWN CLERK (SEE ABOVE) AND DELIVERED OR PRESENTED NO LATER THAN THE DATE AND TIME SET FOR RECEIVING PROPOSALS.

THE BOARD OF COMMISSIONERS RESERVES THE RIGHT TO CONSIDER THE PROPOSAL FOR SIXTY (60) DAYS AFTER RECEIPT THEREOF, AND FURTHER RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, WAIVE INFORMALITIES, AND MAKE SUCH AWARDS OR TAKE ACTION AS MAY BE IN THE BEST INTEREST OF THE COMMUNITY.

DEFINITION:

THE TOWN OF WEST NEW YORK IS SEEKING PROPOSALS TO ASSIST WITH THE COLLECTION OF OUTSTANDING MUNICIPAL COURT DEBT.

DISCLOSURE STATEMENT

BY SUBMISSION OF THIS PROPOSAL, THE VENDOR CERTIFIES THAT NO EMPLOYEE OR ELECTED OFFICIAL OF THE TOWN OF WEST NEW YORK IS EMPLOYED BY OR HAS ANY OWNERSHIP INTEREST IN THE FIRM SUBMITTING THE PROPOSAL.

Signature

DATE

NON-COLLUSION AFFIDAVIT

By submission of this proposal, the vendor certifies that:

- A. This proposal has been independently arrived at without collusion with any other vendor or with any competitor or potential competitor:
- B. This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposal for this project, to any other opening of proposals for this project, to any other vendor, competitor or potential competitor.
- C. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal:

The person signing the proposal certifies that he/she has fully informed himself/herself regarding the accuracy of the statement contained in this certification, and under the penalties of perjury affirms the truth thereof, such penalties being applicable to the proposed vendor as well as to the person signing in its behalf.

DATE: _____ SIGNATURE _____

STATE OF

COUNTY OF

COMMUNITY

On this _____ the day of _____ 2012 before me, the undersigned personally came and appeared, to me personally known and known to me to be the individual who execute the forgoing instrument and duly acknowledge to me that he executed the same.

THIS FORM MUST BE NOTARIZED

CONTACT PERSON

PLEASE SUPPLY THE NAME, TELEPHONE NUMBER AND FAX NUMBER OF AN EMPLOYEE THAT WE MAY USE AS A CONTACT PERSON REGARDING THE PROPOSAL IF IT IS AWARDED TO YOUR COMPANY.

IF AWARDED A CONTRACT, PLEASE ADVISE US OF ANY CHANGES THAT MAY OCCUR THROUGHOUT THE DURATION OF YOUR CONTRACT FOR THE CONTACT PERSON LISTED BELOW.

NAME: _____

PHONE NUMBER: _____

FAX NUMBER: _____

HOW MANY YEARS IN BUSINESS? _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

The contractor or subcontractor, 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 afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted 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, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan

Approval Certificate of Employee

Information Report Employee Information

Report Form AA302

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

Revised 10/08

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of CITY do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 *U.S.C.* 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

OWNERSHIP STATEMENT COMPLIANCE

FOR PUBLIC LAW 1977 CHAPTER 33

New Jersey Public Law 1977, Chapter 33 requires each corporation, partnership, limited partnership, limited liability partnerships, limited liability corporation and Subchapter S corporation or other legal entity submitting a bid to any governmental agency to accompany that bid with a statement of ownership listing the name, address and percent of ownership of each individual owning ten percent (10%) or more of the corporation, partners in a partnership, limited partnership, limited liability partnerships and Subchapter S corporations or members of a limited liability corporation (L.L.C.) other legal entity. In addition, if one or more of such owners (stockholder, partners in a partnership, etc.) is itself a corporation, partnership or other legal entity, the stockholders holding 10% or more of that corporation or the individual partners owning 10% or greater interest in that partnership or any principal owning 10% or more interest in any other such legal entity, as the case may be, shall also be listed. This form, or any appropriate listing on the bidder's letterhead containing similar information, must be included in the bidder's bid when the bid is originally submitted.

OWNERSHIP STATEMENT per PL 1977 Chapter 33

(Name of Corporation, Partnership or other Legal Entity)

(Address of Record)

I hereby certify that the name and addresses of all stockholders, partners or principals owning ten percent (10%) or more of said corporation, partners in a partnership, limited partnership, limited liability partnerships and Subchapter S corporations or members of a limited liability corporation (L.L.C.) other legal entity are as follows:

NAME	ADDRESS	% OWNED
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signed by: _____

In the event that the bidding corporation is a public company, registered with Securities Exchange Commission, or is wholly owned by a public company, or is without stockholders owning ten percent (10%) or more of the stock, then this information may be listed on the compliance form along with the listing of any stockholders who may individually or as a collective group own ten percent (10%) or more of the stock.

**PRIVATE COLLECTION AGENCY OF MUNICIPAL COURT DEBT
FOR TOWN OF WEST NEW YORK**

1.0 Introduction and Background

1.1 Purpose and Objectives

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

1.2 Legislative and Administrative Background

The Town's private agency collections initiative reflects the procedures and guidelines established by the New Jersey Supreme Court (the "Supreme Court") and the States Administrative Office of the Courts (the "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 or the governing body of a county having a central Municipal Court to enter into a contract with a private collection agency or firm for the purpose of collecting outstanding Municipal Court debt. Pursuant to the legislation, an administrative fee, **not to exceed 22% of the amount collected**, is to be paid to the private collection agency to pay for the cost of collection.

The law further provides that the use of private collection agencies for these purposes shall be governed by rules and procedures adopted by the Supreme Court, which were formally issued on March 31, 2011 by the AOC. Formally entitled the "Supreme Court Procedures Governing the Private Collection of Municipal Court Debt under 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 participating municipalities and private collection agencies and firms. The document also outlines procedures to be followed by the AOC.

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

2.0 General Information

2.1 Contracting Organization

The contracting organization for this RFP is the Town of West New York

2.2 Point of Contact

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

Ms. Carmela Riccie,
West New York Town Clerk
Municipal Building
428 60th Street
West New York, NJ 07093

2.3 Contract Form

The contract resulting from this procurement process will be provided to the awarded vendor ("Vendor") following approval from the Administrative Director of the Courts and authorization from the Mayor and Board of Commissioners.

2.4 Contract Term

The "Effective Date" of any contract resultant from this procurement process shall be the date of final approval of the contract by the AOC and the issuance of an authorizing resolution from the Mayor and Board of Commissioners.

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

The base contract term shall be two (2) years, and the Town, in its sole discretion, shall have the right to extend this contract for an additional *one (1) year* extension term following the expiration of the base contract term.

2.5 Key Procurement Dates

The preliminary schedule for key procurement events is as follows:

- A. Issuance of Request for Proposals March 21, 2012
- B. Receipt of Proposals April 10, 2012 no later than 11:00 a.m.
- C. Completion of Evaluation of Proposals April 17, 2012
- D. Designation of Qualified Respondents April 18, 2012

The Town reserves the right to extend the time period for review and completion of evaluation of the proposals along with the time to designate a qualified Respondent.

3.0 Scope of Services

3.1 Private Collection Agency Services

The Town is seeking an experienced provider of Private Collection Services to maximize the Town's recovery of delinquent fines and penalties issued by the Town's Municipal Court.

3.1.1 Town Requirements

The Town requires the following processes and procedures as minimum standards. The 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 A.O.C. 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:

West New York Municipal Court
428 60th Street
West New York, NJ 07093

In addition, the collection 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.

Vendors 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.

Vendors 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 repass the FDCPA examination on an annual basis.

(h) Technical Solutions Requirements.

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

(i) Proven Information System.

Vendors must use a 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.

Vendors shall provide an information technology system that allows for flexibility within the application for any future changes required by the Town.

(ii) Facility.
Vendors shall provide a facility to perform the required services. The Vendor's facility shall include all equipment communications and resources necessary to perform the required services. Vendor shall make available its facilities including its information system for audit or inspection by the Town and A.O.C. at *any* time.

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

(iv) Project Management and Implementation.
Vendors 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 successfully fulfill the contract.

The Vendor shall participate in project status meetings as may be required by the Town.

3.1.2 Supreme Court Procedures.

The following requirements directly reflect the guidelines published by the Supreme Court and published by the AOC. 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*, represent themselves as employees of the municipality, county, State, Municipal Court 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 converse 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 shall be done in accordance with the provisions contained in the contract established with the private collection agency.
- (xx) 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.

(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

3.2 Related Services.

Vendors may offer any additional or related services which may complement the core Private Collection Agency Services which constitute the purpose of this procurement process.

4.0 Instructions to Proposers

4.1 Proposal Detail.

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.

4.2 Right to Reject.

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

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

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

4.3 Proposal Sections.

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

- (a) Title Page: The title page should include the title of the RFP and number, the name and address of the Proposer, and the date/time the proposal is due.
- (b) Cover Letter: A cover letter shall include the following:
 - (i) The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representations on behalf of the Proposer.
 - (ii) A statement that the person signing the letter of transmittal is authorized to legally bind the Proposer, and that the Proposer will comply with the requirements, terms and conditions outlined in the RFP.
- (c) Executive Summary: Present a summary of your proposal including the Proposer's understanding of the project, solution highlights, key benefits and cost considerations to the Town.
- (d) Qualifications and Experience: The Town is particularly interested in selecting a provider that has extensive experience providing debt collections services for government agencies. A minimum of three (3) years of experience in providing services similar to those requested. Proposers shall:

- (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.
- (e) 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.
- (f) Financial Statements: Submit financial statements for the past three (3) years. The statements may be audited or unaudited.
- (g) 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.
- (h) 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.
- (i) 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:
- (i) Explain how the proposer will provide the Town knowledge of referred account status and specify the timing of the receipt of reporting information.
 - (ii) Describe how the proposer will ensure "easy access" to account information and account assistance to internal users, such as the Town's departments.
 - (iii) Explain the manner in which the proposer will handle partial collections on accounts.
 - (iv) Describe the proposer's approach to handling settlement plans or installment plans with debtors for governmental agencies.
 - (v) Include an explanation of the proposer's reporting methodology along with sample reports.
 - (vi) Each proposer shall include a plan for implementation and ongoing management.
 - (vii) Each proposer shall include a preliminary implementation plan and schedule.
 - (viii) Each proposer shall describe any optional features or services that can be included to benefit the Town.

- (j) 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 expects that the project manager shall 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.

Each proposer shall identify, if applicable, any and all subcontractors and each subcontractor's personnel, their roles and what tasks are to be assigned.

- (k) 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.

- (l) 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.

- (m) Cost Proposal: Each proposer shall submit a cost proposal which shall be listed as a percentage of any amounts collected on behalf of the Town through the proposer'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" 2.3. As required under the Supreme Court Procedures Governing the Private Collection of Municipal Court Debt, each proposer's cost **proposal cannot exceed 22%**.

- (n) Prior to execution of a contract, the proposer shall provide to the Town a Business Entity Disclosure Certification, a C. 271 Political Contribution Disclosure Form and any other necessary documentation required under Chapter 2, Section 2-81, Public Contracting Reform Ordinance (Town of Morristown's Local Pay to Play Ordinance). 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).

- (o) 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.

FAILURE TO SUBMIT WILL RESULT IN REJECTION

5.0 Additional Instructions

- (a) Each proposal must be signed in ink by the person authorized to do so.

- (b) Award of contract to the successful bidder must be made within 60 days after receipt of the proposals.
- (c) In case of default by the vendor the Town may procure the services from other sources and hold the vendor responsible for any excess cost over the contracted amount.
- (d) Equivalent Products — The designation of any item set forth in the RFP by trade name or the like is intended to be for the purpose of establishing a minimum standard for that item. A vendor may bid the trade name item or another item in its place which meets or exceeds the trade name specifications. No item which does not meet at least the specifications of the trade name item will be acceptable.
- (e) No interpretation of the meaning of the specifications will be made to any vendor orally. Every request for such interpretation should be in writing to the Purchasing Agent by the deadline set forth in section 2.5 of the RFP. All addenda issued shall become part of the contract.
- (f) Pursuant to N.J.S.A. 40A:11-18, American made goods and products shall be used where possible.
- (g) EACH VENDOR SHALL SUBMIT ITS PROPOSAL

(ORIGINAL PLUS FOUR COPIES)

6.0 Evaluation of Proposals

6.1 Evaluation Committee

The Town may establish an evaluation committee to evaluate and score the proposals submitted by the vendors.

6.2 Evaluation Criteria

The contract will be awarded to the vendor that best meets the Town's needs. The following criteria shall be used for evaluating the proposals under the Competitive Contracting process:

A. Technical Criteria —

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

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

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

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

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

laws, rules, and ordinances?

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

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

Management Criteria —

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

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

Do the vendor's references provide positive testimony regarding the vendor's abilities and qualifications?

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

Does the vendor have a history of violating federal law governing debt collection?

Cost Criteria —

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

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

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

Please attach your response to section 2.

POLITICAL CONTRIBUTION DISCLOSURE

"Contractor is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available form ELEC at 888-313-3532 or at www.elec.state.nj.us

B. Questions

Questions regarding this Request for Proposals, the scope of work, or need for additional data of information should be submitted in writing by fax, at least seven days prior to opening date, to:

Ms. Carmela Riccie,
West New York Town Clerk
Municipal Building
428 60th Street
West New York, NJ 07093

C. Submission of Proposal

To receive award consideration, one (1) original proposal and four (4) copies must be receive in a sealed package by the Town Clerk no later than **11:00 a.m. on April 10, 2012**, at which time they will be opened and later distributed for evaluation. The seal package(s) must be clearly marked for "Automated Photo Implementing System" and should be **delivered to:**

Ms. Carmela Riccie,
West New York Town Clerk
Municipal Building
428 60th Street
West New York, NJ 07093

All proposals will be held in confidence until a contract has been executed or Council has rejected all proposals.

"Firm/ Vendor must show proof of Liability Insurance if awarded a contract, Your Firm/ Company will be required to comply with the requirement of N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27"

PRICING PROPOSAL

The Town of West New York is interested in cost neutrality. The proposer must offer a financial model that requires zero out of pocket expense and zero financial commitment to the collection of fines, a model that is not only 100% cost neutral, but also 100% revenue positive.

AUTOMATED PHOTO ENFORCEMENT SYSTEM

THE UNDERSIGNED IS A (INDIVIDUAL) (CORPORATION) (PARTNERS} HP)
UNDER THE LAWS OF THE STATE OF _____

HAVING ITS PRINCIPAL OFFICE AT

COMPANY NAME _____

FEDERAL I.D. _____

SIGNATURE OF AUTHORIZED SIGNATURE

PRINT NAME _____

TITLE _____

TELEPHONE _____

EMAIL _____

IMPORTANT NOTICE

BUSINESS REGISTRATION CERTIFICATE (S)

N.J.S.A. 52:32-44

Effective September 1, 2004, all New Jersey and Out of State Vendors that do business with the Town of West New York, are required to be registered with the State of New Jersey and provide proof of that registration to the Town of West New York. N.J.S.A. 52:32-44(P.L. 2004c57),

The law affects all business organizations that do business with the Town of West New York, including contractors, sub-contractors, professional services and individuals.

A contract includes a formal contract awarded by a public bid, or a purchase order.

A Contractor must include proof of its own business registration and *proofs of business registration of those subcontractors* required to be listed in the contractor submission (i.e. " named subcontractors"). The proof shall be in the form of a copy of the organizations "Business Registration Certificate" issued by the Division of Revenue. The Proof of business registration shall be provided at the time the bid or proposal is officially received and opened by the Town of West New York

Failure to do so is a FATAL defect that cannot be cured.

Registration is free and is a one-time action — there are no fees to register. To obtain the registration form or file on —line at:

www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity

Any questions regarding said form should be directed to the Division of Revenue at 609-292-1730.

NOTE: Business Registration Certificate must be valid before vendor provide certificate with proposal. If certificate is found not valid by our office the vendor will be considered nonresponsive and the bid will be rejected.