

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

***RFP PRIVATE COLLECTION AGENCY SERVICES***

# REQUEST FOR PROPOSAL PRIVATE COLLECTION AGENCY SERVICES

## Section One

### Scope of Work

The Town of West New York has generated approximately \$1,015,764.00 of uncollected adjudicated debt incurred by the general public. West New York seeks a one year contract to provide private collection agency services for this adjudicated debt. This contract will have 2 one year options, for the Town, to extend the contract under the same terms and conditions.

### Proposer's Objectives

Proposers shall submit a detailed operational plan which demonstrates understanding of, and capability to assume responsibility for, collecting delinquent revenue for the Town of West New York. The plan shall provide all details of the methods to be used to maximize successful collections, including initiating and continuing collection attempts within the guidelines set forth by Federal and State regulations regarding fair debt collection practices.

### Contract Requirements

1. The successful contractor(s) must operate in accordance with ethical collection practices and obey all federal, state laws, which shall encompass compliance with the Supreme Court Procedures Governing the Private Collection of Municipal Court Debt under L 2009, 233, promulgated March 31 2011, found at <http://www.judiciary.state.ni.ustmcs/collectionagency.pdf>.
2. Insurance requirements: The successful contractor(s) will maintain in force, during the full term of the contract, insurance as follows:
  - a. Comprehensive general liability insurance with a minimum limit of \$1,000,000 per occurrence combined single limit for bodily injury and property damage liability, and also including a \$1,000,000 limit of coverage for contractual liability, personal injury liability (including slander and defamation), products liability and complete operations liability.
  - b. Comprehensive automobile liability insurance with a minimum limit of \$1,000,000 per occurrence combined single limit bodily injury and property damage, including coverage for owned/non-owned and hired auto coverages as applicable.
  - c. Blanket fidelity bond covering all officers and employees, with a minimum limit of \$1,000,000 including West New York as loss payee as its interests may appear.

d. Workers compensation statutory limits.

The Contractor's comprehensive general liability and comprehensive automobile liability insurance policies shall be endorsed to afford broad form Additional Insured status to the Town of West New York and its officers and employees for the full limits stated above. This broad form Additional Insured status shall also be sufficient to cover West New York's sole negligence in relation to any of the Contractor's work and other obligations pursuant to this Agreement. All of the above policies shall also be endorsed to provide thirty (30) days advanced written notice by the carriers to West New York of any cancellation, non-renewal or reduction in coverage. Copies of certificates of insurance and additional insured endorsements demonstrating compliance with the obligations of this section are to be provided to West New York prior to the effective date of this Agreement and prior to performance of any work.

3. Indemnification Agreement: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless West New York and its employees, agents and officials from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including without limitation actual attorney fees incurred by West New York, court costs, interest, other defense costs, expert witness fees, and any other costs or expenses of any kind whatsoever in relation to, as a consequence of, arising out of, or in any way attributable in whole or in part to the Contractor's activities related to this agreement, including without limitation the work contemplated by this agreement. All obligations under this provision are to be paid by Contractor as West New York incurs them. Without affecting the rights of West New York under any provision of this agreement or this section, Contractor shall not be required to indemnify and hold harmless West New York as set forth above for liability attributable to the sole negligence of West New York to the extent that such sole negligence is established either by agreement between West New York and the Contractor or the finding of a court of competent jurisdiction. This exception will apply only in instances where the West New York has been shown to have been solely at fault and will not apply in instances where West New York's fault accounts for any percentage less than 100% of the liability assessed. In addition, this exception will not apply to the extent that the Contractor's insurance as required above provides West New York with "Additional Insured" status and covers West New York's sole negligence. Contractor agrees to obtain executed indemnity agreements from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in performing work under this agreement which contain provisions setting forth specific obligations of them to defend, indemnify, and hold harmless West New York, its employees, agents, and officials, identically and to the same extent as required above of Contractor, but in relation to their activities. in this section.. To the extent that Contractor fails to obtain any such indemnity obligations from the others as required here, Contractor agrees to be fully responsible to defend, indemnify, and hold harmless West New York, its employees, agents, and officials for the acts of the others. Any failure of West New York to monitor compliance with these requirements shall impose no additional obligations on West New York and shall not act as a waiver

of any rights hereunder. The obligations of Contractor as set forth in this section, including the duty to indemnify and defend West New York, are binding on the successors, assigns, or heirs of Contractor and shall survive any termination of this agreement.

4. Remittance and Reporting Requirements: The successful contractor(s) will be required to submit to the Town of West New York required monthly remittances and statements no later than thirty (30) days following the month of collection.
5. The private collection agency shall accept electronic files from the Administrative Office of the Courts 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 Administrative Office of the Courts supplied information or report data from the municipal court to the private collection agency's computer system.
6. Statement of corporate ownership (c.52:25-24.2)
7. Each candidate shall submit proof of business registration with the New Jersey Division of Taxation (P.L. 2004 C.57) and must comply with the Affirmative Action requirement contained in N.J. A.C. 17:27 et seq.
8. The City reserves the right to omit a collection matter if it deems it to be in the best interests of the City.

## **SPECIAL NOTICE**

The State of New Jersey Administrative Office of the Courts and the New Jersey Department of Community Affairs, Division of Local Government Services each has final approval of the successful contractor (s).

## **Section Two**

### **EXECUTIVE SUMMARY QUESTIONNAIRE**

This section should contain an outline of the respondent's general approach along with a brief summary of the prominent features of the proposal submitted.

1. How long has your company been in business?
2. History of agency, key members of management/collection team, including the makeup of the agency and experience with municipal accounts.
3. What geographic territories do you collect in?

4. What is the average total number and total dollar amount of both primary and secondary accounts you receive per month?
5. A statement of your firm's background and experience in providing collection services to governmental organizations. Be very specific about relevant New Jersey office experience in collection services.
6. Include a listing of governmental agencies in New Jersey that your firm has provided services to over the last five years. Indicate each organization's name and address, contact person, reference telephone number, nature of services provided and dates of the engagement.
7. How many collectors do you currently employ? How many can you comfortably expand to? Please describe your requirements and procedures for hiring new collectors.
8. Description of training for collectors including initial training program and any ongoing training/monitoring.
9. Description of collector compensation programs.
10. Please specify your office/collection hours. Do you operate on Saturdays and at night? Do you make collection calls on Sundays? Until what time at night do you make collection calls?
11. Description of the normal method used to collect accounts, including specific work standards based on balance ranges. Include number of both written and telephone attempts. Describe when these accounts are sent to credit rating agencies.
12. Policy or procedure on complaint handling.
13. Samples of all form/correspondence and telephone scripts to be used for collection.
14. Are the collectors automated? If so, what type of system is utilized?
15. Description of automated abilities to handle accounts from placement procedures to remittance.
16. What requirements and procedures are in place to ensure minimal adverse action after payment is received?
17. Can a terminal be put in the Town of West New York office for on-line access to account information? Is dial access via PC and modem available?

18. Any formal policy on equal opportunity?
19. What Municipal Courts in New Jersey do you have a contract to provide collection services?
20. Is your collection staff bilingual? Please describe your collection practices with non-English speaking persons.
21. Does your collection company report failure to pay fines to collection agencies?

The Town of West New York intends to award this contract to the Agency that it deems most responsive and will provide the most comprehensive and the highest quality of service to West New York inclusive of fee considerations. West New York reserves the right to accept other than the lowest price offer and to reject all proposals that are not responsive to this request.

Fee information is to include the following: New Jersey law permits the governing body of West New York to authorize the assessment of a fee by a private collection agency, 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. What percentage of the amount collected will you require to manage our municipal court debt?

\_\_\_\_\_ %

Additionally, please identify the allocation of costs and expenses associated with such collection procedures.

**OTHER INFORMATION**

Questions regarding the RFP should be submitted by May 8, 2016, in writing to: Xenia Rivero, Purchasing Agent  
Town of West New York  
428 60<sup>th</sup> Street  
West New York, New Jersey 07093  
Phone: 201-295-5147

## **Submission Requirements**

Sealed RFPs will be publicly opened by the West New York Clerk in her offices at West New York Hall, 428 60<sup>th</sup> Street, West New York, at 10:30 a.m. on May 13, 2016. The RFP must be received no later than 10:30 a.m. on May 13, 2016 by:

Carmela Riccio  
Town Clerk  
Town of West New York  
428 60<sup>th</sup> Street  
West New York, New Jersey 07093

Please submit one original and three (3) copies of the RFP.

**APPENDIX A  
LETTER OF QUALIFICATION  
(To be Typed on Respondent's Letterhead. NO MODIFICATIONS MAY BE MADE  
TO  
THIS LETTER)**

Town Clerk Carmela Riccie  
Municipal Building  
428-60th Street (Room #2)  
West New York, New Jersey 07093

Dear Mrs. Riccie:

The undersigned have reviewed our Qualification Statement-Proposal submitted in response to the Request for Proposals (RFP) issued by the Town of West New York ("Town"), dated *(Insert Date)* in connection with the Town's need for Services – Debt Collection Services.

We affirm that the contents of our Qualification Statement-Proposal (which Qualification Statement-Proposal is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief and that the Qualification Statement-Proposal is submitted in good faith upon express understanding that any false statement may result in the disqualification of *(Insert Name of Respondent)*

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Chief Financial Officer

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

**Respondent shall sign and complete the spaces as provided above. If a joint venture, partnership or other formal organization is submitting a Qualification Statement-Proposal, each participant must execute this Letter of Qualification**

**APPENDIX B  
LETTER OF INTENT**

STATE OF NEW JERSEY  
TOWN OF WEST NEW YORK ss:

I \_\_\_\_\_ certify that I am the \_\_\_\_\_  
of the firm of \_\_\_\_\_, the Respondent

submitting Qualifications in response to a Request for same from the Town in regards to – Debt Collection Services. I further certify that:

1. I executed said Proposal with full authority so to do; and
2. All statements contained in the Submission and in this affidavit are accurate, factual and complete, and made with full knowledge that the Town of West New York is relying upon the truth of the statements contained in the Submission and the statements contained in this affidavit in evaluating Respondent’s Qualifications; and
- 3 Respondent has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project through participation with any other person, firm or party; and
4. Respondent agrees to participate in good faith in the procurement process as described in the RFP and to adhere to the Town’s procurement schedule;
5. Respondent acknowledges that all costs incurred by it in connection with the preparation and submission of the Qualification Statement-Proposal and any proposal prepared and submitted in response to the RFP, or any negotiation which results therefrom, shall be borne exclusively by the Respondent. In no event shall the Town have any liability to Respondent for any costs incurred by the Respondent for the Qualification Statement-Proposal.

6. Respondent acknowledges and agrees that the Town may modify, amend, suspend and/or terminate the procurement process in its sole judgment.

7. Respondent is aware that any contract executed with respect to the services referred to in the RFP must comply with the applicable affirmative action and similar laws, and agrees to take such actions as may be required to comply with such applicable laws in the event that a contract is formed.

(Signature of Respondent)

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SUBSCRIBED AND SWORN TO

BEFORE ME THIS \_\_\_\_\_ DAY OF 20\_\_\_\_\_

**NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL**

**A. NON COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY

TOWN OF WEST NEW YORK ss:

I certify that I

am \_\_\_\_\_

of the firm

of \_\_\_\_\_

the Respondent submitting the Proposal in response to the within Request for Proposals, and that I executed said Qualification Statement with full authority so to do; that said Respondent has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in connection with the within Request for Proposals; and that all statements contained in the Respondent's Proposal and in this affidavit are true and correct, and made with full knowledge that the Town of West New York will rely/relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract(s) for the services sought in the within Request for Proposals.

I further warrant that no person or selling agency has been employed to solicit or secure a contract for the services sought in the within Request for Proposals upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of the Respondent or as may be permitted by law.

(Signature of respondent)SUBSCRIBED AND SWORN TO

BEFORE ME THIS DAY \_\_\_\_\_ OF 20

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF

MY COMMISSION EXPIRES: 20

**NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL**

**B. PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership (general, limited or joint venture) shall be awarded any State, Town, Municipal or Schools District contracts 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 public disclosure information 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.

STOCKHOLDERS:

Name	Address	% owned
1. _____	_____	
_____		
2. _____	_____	
_____		
3. _____	_____	
_____		
4. _____	_____	
_____		

SIGNATURE :

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

\_\_\_\_\_  
SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY \_\_\_\_\_ OF 20\_\_\_\_  
(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20

**NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED  
AND RETURNED WITH THIS PROPOSAL**

## **C. 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**

If your firm is awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. The following language, subject to any amendments by law or regulation, will be incorporated into any contract issued for the services advertised:

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 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, gender identity or expression, disability, nationality 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, 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 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, 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 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, 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 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.**

### **D. AMERICANS WITH DISABILITIES ACT OF 1990** **Equal Opportunity for Individuals with Disability**

The contractor and the Town of West New York, (hereafter "owner") 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.