

**BOROUGH OF ELMWOOD PARK
REQUEST FOR PROPOSALS FOR
PRIVATE COLLECTION AGENCY OF
MUNICIPAL COURT DEBT**

Date Issued: November 15, 2019
Return Date & Time December 11, 2019
Return to: Municipal Clerks Office
Borough of Elmwood Park
182 Market Street
Elmwood Park, NJ 07407

**BOROUGH OF ELMWOOD PARK
REQUEST FOR PROPOSALS FOR PRIVATE COLLECTION AGENCY OF
MUNICIPAL COURT DEBT
FOR THE BOROUGH OF ELMWOOD PARK
FOR THE TIME PERIOD JANUARY 1, 2020 THROUGH DECEMBER 31, 2021**

The Borough of Elmwood Park is soliciting proposals for the position of Private Collection of Municipal Court Debt to provide professional services to the Borough. 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 Borough of Elmwood Park for fines and penalties issued by the Borough's 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, as well as all applicable federal and state laws, regulations, and rules governing debt collection. The Mayor and Council will select one or more Private Collection of Municipal Court Debt based upon a fair and open process, pursuant to N.J.S.A. 19:44A-20.4, et. seq. and in accordance with the Resolution previously adopted by the Mayor and Council to secure such services through a fair and open process. In order to have a proposal considered by the Mayor and Council, an interested party must provide evidence that he/she satisfies the minimum requirements for this position, as set forth in Section III of this document and that he/she otherwise complies with the proposal requirements set forth in the Borough of Elmwood Park's REQUEST FOR QUALIFICATION AND PROPOSALS section of the Borough's web site.

BOROUGH OF ELMWOOD PARK

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 Borough of Elmwood Park for fines and penalties issued by the Borough's 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, as well as all applicable federal and state laws, regulations, and rules governing debt collection.

1.2 Legislative and Administrative Background

The Borough's private agency collections initiative reflects the procedures and guidelines established by the New Jersey Supreme Court and the State's Administrative Office of the Courts (the "AOC") subsequent to the adoption of N.J.S.A. 40:48-5a.

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, this document codifies the procedures for using private collection agencies to collect outstanding municipal court debt. In addition to specify 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 Borough of Elmwood Park.

2.2 Point of Contact

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

Erin Delaney
Municipal Clerk
Borough of Elmwood Park
182 Market Street
Elmwood Park, NJ 07407

2.3 Contract Form

The contract resulting from this procurement process will be provided to the awarded vendor following approval from the Administrative Director of the Courts and authorization from the Borough's Mayor Council.

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 Borough Council.

The "Commencement Date" shall be defined in the contract, subject to timely approval of the contract by the Township 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 Borough shall have the right to extend this contract for an additional (2) one year or (1) two-year extension term following the expiration of the base contract term.

3.0 Scope of Services

3.1 Private Collection Agency Services

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

3.2 Borough Requirements

The Borough requires the following processes and procedures as minimum standards. The Borough 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 updates to accounts referred to collections whereby the Borough 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 Borough 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 Borough 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 assigned reference number, and a return remittance envelope directing payment to:

Borough of Elmwood Park Municipal Court
182 Market Street
Elmwood Park, NJ 07407

In addition, the collection staff must use payment reminder, postdated check, and broken promises letters to collect the outstanding fines and penalties owed.

The Borough 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 each vendor's management and the Borough and account settlement parameters.

f) Account Closure

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

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 re-pass 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

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 Borough at any time.

iii. Security

Vendors shall develop and provide physical and systems security.

i) 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 Contractor shall participate in project status meetings as may be required by the Borough.

3.3 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 system.

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 or county 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 or county.

xiii. The private collection agency shall accept electronic files (File Transfer Protocol – FTP) 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 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 or county 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 or county and the private collection agency.

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.

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 or county 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 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.

ii. The private collection agency shall have its personnel bonded for not less than \$250,000.00 or provide a blanket surety bond in an amount not less than that same amount protecting the municipality or county from loss.

iii. 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 contains 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.

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 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:

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 municipality or county as a result of one occurrence.

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

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.

3.4 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.

3.5 Fidelity Bond

Within fourteen (14) days from notice of award under this RFP, the Vendor must provide to the Borough a fidelity bond in the amount of the estimated total of the yearly amount collected as listed in this RFP.

The fidelity bond shall be payable to the Borough in the event that the Vendor violates any provision of the contract with the Borough.

The fidelity bond shall also be payable to the Borough in the event that the Vendor violates the New Jersey Supreme Court Procedures Governing the Private Collection of Municipal Court Debt, or any applicable federal and state laws, regulations, and rules governing debt collection.

4.0 Instructions to Proposers

4.1 Proposal Detail

Proposers desiring to respond to this Request for Proposal (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, U.S.A. 40A:11-1, et. sec., the Borough 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 Borough reserves the right with equal or tie bids, to award the contract that best suits the interest of the Borough.

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

4.3 Proposal Sections

Vendors 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 Borough.
- d) Qualifications and Experience: The Borough is particularly interested in selecting a provider that has extensive experience providing debt collection services for government agencies. A minimum of three (3) years of experience in providing services similar to those requested. Vendors shall:
 - i. Present the overall capabilities of the vendor 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 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 vendor 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 vendor 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 RPP. In addition, each vendor must address the following detailed information:
 - i. Explain how the vendor will provide the Borough knowledge of referred account status and specify the timing of the receipt of reporting information.
 - ii. Describe how the vendor will ensure "easy access" to account information and account assistance to internal users, such as the Borough's departments.
 - iii. Explain the manner in which the vendor will handle partial collections on accounts.
 - iv. Describe the vendor's approach to handling settlement plans or installment plans with debtors for governmental agencies.
 - v. Include an explanation of the vendor's reporting methodology along with sample reports.
 - vi. Each vendor shall include a plan for implementation and ongoing management.
 - vii. Each vendor shall include a preliminary implementation plan and schedule.
 - viii. Each vendor shall describe any optional features or services that can be included to benefit the Borough.
- j) Organization and Team: Each vendor shall identify the personnel and positions which shall perform services pursuant to this contract. Vendors must include a detailed summary of each employee's background relative to similar contract. Each vendor shall also designate a Project Manager who shall directly work with the Borough on any and all issues that may arise with the services. The Borough expects that the project manager shall be available by telephone on all occasions for discussion with the Borough's staff and shall be available for meetings either locally or by teleconference. Each vendor shall submit the names and qualifications for all key personnel to be assigned to this contract.

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

- k) Proposal Deposit: A proposal deposit must be submitted with each vendor's proposal in the form of a certified check, cashier's check, or bid bond in the amount of 10% in the amount set forth in the proposal based on the percent of the Borough's debt portfolio listed in Section 3.1 in this RFP, but not to exceed \$20,000 (if applicable). Proposal deposits, will be returned within three (3) working days after the award of the contract.
- l) A Certificate of Surety must be submitted with each vendor's proposal, stating that if a contract is awarded to the vendor, the surety will become bound as surety for the faithful performance of the contract and shall issue the fidelity bond as described in the section 3.5 of the RFP.

- m) Each vendor shall submit a written acknowledgement that it will save harmless the Borough from any action at law for damages because of any breach of contract or of the specifications, upon which same is based. The vendor shall further agree to comply with all applicable federal and state laws, regulations, and rules.
- n) Prevailing Wage & Labor Law.
The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25, et seq. All vendors shall provide a statement to the effect that the vendor and all subcontractors hired by the vendor 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.
- o) Cost Proposal.
Each vendor shall submit a cost proposal which shall be listed as a percentage of any amounts collected on behalf of the Borough through the vendor'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 vendor's cost proposal cannot exceed 22%.
- p) 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 bid must be signed in ink by the person authorized to do so.
- b) Award of contract to the successful bidder must be made within sixty (60) days after receipt of the bids.
- c) In case of default by the vendor the Borough 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. All addenda issued shall become part of the contract.
- f) Pursuant to N.J.S.A. 40A:11-18, American made products shall be used where possible.
- g) **EACH VENDOR SHALL SUBMIT ITS PROPOSAL IN DUPLICATE**

6.0 Evaluation of Proposals

6.1 Evaluation Committee

The Borough 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 Borough'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 Borough 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 Borough?

B. 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 debts and obligations?
- Does the vendor have a history of violating federal law governing debt collection?

C. 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 Borough?
- 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 Borough?

Please attach your response to section 2.

Borough of Elmwood Park
Proposal
Private Collection Agency of Municipal Court Debt

To: Borough of Elmwood Park
182 Market Street
Elmwood Park, NJ 07407

Dear Council Members:

_____ shall make this proposal with full knowledge of all
(Name of Company)
stipulations, conditions, requirements, instructions to bidders and specifications. If awarded the contract, this Company will enter the contract with good and sufficient surety for the faithful execution of the contract.

Percentage bid % _____
(Written Figure)

COMPANY NAME _____

ADDRESS _____

DATE _____

PHONE NUMBER _____

BY _____
(Signature and Title of Officer of Company authorized to execute a contract)

Amount proposed to be attached.

PROPOSAL TO BE SUBMITTED IN DUPLICATE

A PROPOSAL DEPOSIT IS REQUIRED IN THE FORM OF A CERTIFIED CHECK, BID BOND OR CASHIER'S CHECK.

**Borough of Elmwood Park
PROPOSAL CHECK LIST**

- Business Registration Certification _____
- Stockholders Disclosure Certification _____
- Affirmative Action Compliance Notice _____
- Bid Deposit _____
- Bid Proposal Form _____
- Certificate of Surety _____
- Hold Harmless Acknowledgement _____
- New Jersey Prevailing Wage Acknowledgement _____
- References _____
- Financial Statements _____
- Litigation History _____
- Penalty History _____
- W-9 Tax Form (if awarded Contract) _____

Please Provide two (2) duplicates of the Bid.

The Proposal Check List shall not constitute an exhaustive list of items required from each vendor. Each vendor shall be obligated to submit ALL required documents and information as set forth in the entire RFP.

BUSINESS REGISTRATION CERTIFICATION

Effective September 1, 2004, the State has expanded its Contractor Registration Program to local Government contracts, P.L. 2004, c57. All business organizations that do business with a local government agency are required to be registered with the State. The business must provide proof of that registration to the local government agency before that local government agency can enter into a contract with the business. A copy of the Business Registration Certificate shall be provided at the time any bid or REP is submitted; failure to do so is a fatal defect that cannot be cured. A copy of the Business Registration Certificate must also be on file before any purchase order/voucher or other contracting document can be issued.

Contractors are responsible for notifying subcontractors.

Further information and registration can be obtained online from the NJ Treasury, Division of Revenue or by calling (609) 292-1730.

P.L. 1999 Chapter 238. The Public Works Contractor Registration Act specifies that no contractor or subcontractor shall bid on or engage in any contract (or part thereof) for public work which is subject to the provisions of the "New Jersey Prevailing Wage Act", P.L. 1963 C. 150 (c. 34:11-56.25 et seq.) for the construction, reconstruction, demolition, alteration, repair, or maintenance of a public building regularly open to and used by the general public or public institution, and includes any subcontractor or lower tier subcontractor of a contractor unless they are registered with the Commissioner of Labor.

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 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 Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

REQUIRED EVIDENCE

AFFIRMATIVE ACTION REGULATIONS N.J.S.A. 10:5-31, et seq. (N.J.A.C. 1727)

If awarded a contract, the Bidder will be required to comply with the requirements of N.J.S.A. 10:531, et seq., and N.J.A.C. 17:27. Within five (5) days after receipt of the notification of intent to award the contract, the Bidder shall present one of the following:

1. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or
3. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C.17:27-4.

The Bidder must submit no later than three (3) days after the signing of the Contract an Initial Project Manning Table consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

Bidders are referred to the Bidder's Information Section of the Bid Packet for a further description of the above requirements.

NO BIDDER MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31, et seq.

The following questions must be answered by all Bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

Yes _____ (If yes, submit a copy of such approval.) No _____

2. Do you have a State Certificate of Employee Information Report approval?

Yes _____ (If yes, submit a copy of such approval.) No _____

The undersigned Bidder certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____ NAME: _____

SIGNATURE: _____ TITLE: _____

NOTE: A bid must be rejected as non-responsive if a Bidder fails to comply with requirements of N.J.S.A. 10:5-31, et seq., within stipulated time.

AFFIDAVIT OF NON-COLLUSION

The undersigned bidder of full age, being duly sworn according to law depose and hereby. specifically certifies that:

A. To the best of the bidder's knowledge and belief, the annexed bid proposal for this project has not been prepared in collusion with any other bidder of like item or services and the prices, discounts, terms and conditions thereof have not been directly or indirectly communicated by or on behalf of the bidder to any person other than the recipient of the bid and will not be communicated to any person prior to the official opening of the bid.

B. The bidder fully understands that no premiums, rebates, or gratuities are permitted either with, prior to, or after signing of contract. Any violation will result in cancellation and removal from the bid list.

C. The bidder further certifies that the undersigned has the necessary authority, to sign this stipulation stating that the bidder has not entered into any agreement, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

All references to the bidder are understood to include the undersigned and all principals, partners and officers of the bidder.

Date: _____ (Signature)

(Name and Title)

(Company Name)

(Address)

(Corporate Seal)

Subscribed and sworn to before me

this _____ day of _____, 2019

Notary Seal

STOCKHOLDER DISCLOSURE CERTIFICATION

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

I certify that no one stockholder owns 10% of more of the issued and outstanding stock of the undersigned. _____

PLEASE CHECK TYPE OF BUSINESS ORGANIZATION:

Partnership _____ Limited Partnership _____ Limited Liability Corp _____

Corporation _____ Sole Proprietorship _____ Limited Liability Partnership _____

Subchapter S Corp _____

PLEASE CHECK APPROPRIATE BOXES AND SIGN BELOW

Name: _____

Home Address: _____

Stockholders

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Owner or Representative Signature

Print Name & Title

Sworn before me this _____ day of _____, 2019

Notary Public