SPECIFICATIONS

FOR

CITY OF PLAINFIELD

UNION COUNTY, NEW JERSEY

PRIVATE COLLECTION OF MUNICIPAL COURT DEBT

REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS

PRIVATE COLLECTION OF MUNICIPAL COURT DEBT

Each bid proposal must be accompanied by an ORIGINAL certified check, cashier's check or surety bond of a corporation acceptable to the City and in the amount outlined in section entitled "Instructions to Proposers" of this RFP. Facsimile or Telecopies of the documents will not be acceptable. Each bidder must also submit with his bid proposal a certificate from a responsible surety company stating that the said surety company will provide in the event that he should be the successful bidder, a surety bond in the amount of one hundred per cent (100%) of the contracted price and subject to such conditions as contained in the specifications.

Specifications may be obtained at the office of the Purchasing Division, City Hall, 515 Watchung Avenue, Plainfield, NJ 07060 Monday through Friday, from 9:00 AM to 4:00 PM. Proposals may be delivered or mailed before the time of opening to the Office of the City Clerk, City Hall.

Bidders are required to comply with the requirements of NJSA 10:5-31 et seq. and NJAC17:27, as well as the requirements of NJSA 52:25-24.2 of the state of New Jersey, as amended and supplemented.

The City specifically reserves the right to waive any bidding irregularities with regard to the bidding requirements and as may be determined to be immaterial by the City.

The award or rejection of a contract for the within project is subject to the time limitations set forth in NJSA 40A:11-24 except that the bid proposals of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed.

Sealed proposals for **PRIVATE COLLECTION OF MUNICIPAL COURT DEBT** all as shown as detailed in these specifications will be received until 11:00 A.M. prevailing local time on Tuesday, January 8, 2013, at the Office of the Purchasing Division, 515 Watchung Avenue, Plainfield, NJ 07060, at which time and place bid proposals will be publicly opened and read aloud.

City Council reserves the right to reject any or all bid proposals or any part thereof, as may be deemed in the best interest of the City of Plainfield.

PURCHASING AGENT
CITY OF PLAINFIELD, N.J.

REQUEST FOR PROPOSALS
PRIVATE COLLECTION OF MUNICIPAL COURT DEBT

FOR THE
CITY OF PLAINFIELD
UNION COUNTY, NJ

GENERAL INFORMATION

Contracting Organization
The contracting organization for this RFP is the City of Plainfield Municipal Court.

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

MS. VANESSA HARDING
CITY OF PLAINFIELD
515 WATCHUNG AVENUE
PLAINFIELD, NJ 07060
908-226-2568

Contract Form
The contract resulting from this procurement process will be provided to the awarded vendor following approval from the Administrative Office of the Courts (AOC) and authorization from the City Council of the City of Plainfield. The City may use its standard form of contract.

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 City Council of the City of Plainfield.

The "Commencement Date" shall be defined in the contract, subject to timely approval of the contract by the City 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 City shall have the right to extend this contract for two (2) additional *one (1) year* extensions following the expiration of the base contract term, provided that the terms of the original contract remain unchanged or unmodified.

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 City of Plainfield (the "City") for fines and penalties issued by the City'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.

Legislative and Administrative Background

The City's private agency collections initiative reflects the procedures and guidelines established by the New Jersey Supreme Court (the "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. 40:48-5(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.

SCOPE OF SERVICES

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

City's Special Requirements

The City requires the following processes and procedures as minimum standards. The City 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 City 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 City 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 City to craft and approve delinquent notices to be generated and mailed to debtors. This will include notice layout, language, and mailing frequency. The City must have the right of final approval over all content, including, but not limited to 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:

City of Plainfield Municipal Court
325 Watchung Avenue
Plainfield, New Jersey 07060

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

(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 City and account settlement parameters.

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

(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. Contractor will be required to show evidence of same prior to the award of the contract.

(h) Technical Solutions Requirements.
Vendors must provide evidence of technology solutions that are 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 City.
>
> (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 City 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 City.

<u>Supreme Court Procedures.</u>
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, supplies and training 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 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 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.

(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 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 furnish to the municipality or county and the judiciary a certificate of insurance naming the municipality or county and the judiciary as an additional insured

covering the work as required in these specifications as evidence that the policies of insurance required above shall be maintained in force for the entire duration of the work performed under this agreement. The certificate of insurance shall indicate that the insurance policy contain a clause that requires the insurance company to notify the municipality or county and the municipal court thirty (30) days before the cancellation date of the insurance policy. Copies of any policy endorsements must be provided to the municipality or county and the judiciary.

(iii) FAILURE TO SIGN CONTRACT OR FURNISH PERFORMANCE BOND

The failure of the successful bidder to sign the contract or furnish the performance bond as required by law shall be sufficient cause to annul the award. It is understood by the bidder that the certified check or bid bond shall be forfeited to the City of Plainfield as liquidated damage and not as a penalty. Successful bidders must furnish a surety company bond in the full (one hundred percent) amount of the contract as guarantee of the satisfactory performance of their obligations. They must also file a Certificate of Insurance which holds the City of Plainfield harmless in the event of any claims arising out of the execution of the contract and in the amount of $1 million single liability for personal injury and property damage and naming the City of Plainfield as additional insured. The Certificate of Insurance must contain a clause providing for thirty (30) day notice to the City of Plainfield of cancellation, material change or non-renewal of the insurance coverage.

(e) Access to Judiciary Data.

The Administrative Director of the Courts may immediately suspend without notice the private collection agency's access to the 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

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.

INSTRUCTIONS TO PROPOSERS

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.

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

(a) To reject any or all bid proposals, or to waive any informalities in the bid proposals;

(b) To reject all non-conforming, non-responsive, unbalanced or conditional bid proposals;

(c) The City reserves the right with equal bid proposals, to award the contract that best suits the interest of the City.

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

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, 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 City.

(d) Qualifications and Experience: The City 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. 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 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 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 RFP. In addition, each vendor must address the following detailed information:

> (i) Explain how the vendor will provide the City with 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 City'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;
>
> (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 City;
>
> (ix) Each vendor shall submit samples of letters and scripts used.

(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 contracts. Each vendor shall also designate a Project Manager who shall directly work with the City on any and all issues that may arise with the services. The City expects that the Project Manager shall be available by telephone on all occasions for discussion with the City'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) Bid Bond/Deposit:
A proposal deposit in the amount of $20,000 must be submitted with each vendor's proposal in the form of a certified check, cashier's check, or bid bond. Proposal deposits, will be returned within three (3) working days after the award of the contract.

(l) An Unconditional Consent 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 attached legal notice in the amount of $1 million.

(m) Each vendor shall submit a written acknowledgment that it will save harmless the City 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 City 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. As required under the Supreme Court Procedures Governing the Private Collection of Municipal Court Debt, each vendor's cost proposal cannot exceed 22%.

Additional Instructions
(a) Each bid must be signed in ink by the person authorized to do so.

(b) In accordance with pertinent statutes, award of a contract to the successful bid proposal must be submitted to the New Jersey Administrative Office of the Courts for approval and may be awarded within 12 months.

(c) In case of default by the vendor the City 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 equivalent 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.

(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 AN ORIGINAL AND THREE (3) COPIES OF THE BID PROPOSAL.

SELECTION CRITERIA

The contract will be awarded to the vendor that best meets the City's needs. The following criteria shall be used for evaluating the bid proposals under the Local Public Contracts Law 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 City 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 City?

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 outstanding 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 City?

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 City?

All proposals shall be submitted to City Clerk's Office, 515 Watchung Avenue, Plainfield, NJ 07060, no later than 11:00 AM, Tuesday, January 8, 2013.

No proposals shall be accepted after this deadline. No oral or FAX transmissions will be accepted. Incomplete proposals will be deemed non-responsive.

Any questions or inquiries shall be directed to MS. VANESSA HARDING during regular business hours (9:00 AM to 5:00 PM) at (908) 226-2568.

The City of Plainfield reserves the right to reject any or all bid proposals or to waive any informality in the bid proposals.

City of Plainfield
BID DOCUMENT CHECKLIST*

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
☒	Stockholder Disclosure Certification	
☒	Non-Collusion Affidavit	
☒	Bid Proposal Form	
☒	References, provided by bidder	
☒	Status of Present Contracts, provided by bidder	
☒	Receipt Of Addendum	
☐	Equipment Certification	
☒	Bid Guarantee (with Power of Attorney for full amount of *Bid* Bond)	
☐	Public Works Contractor Certificate	
☒	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
☒	Mandatory Affirmative Action Language	
☐	Prevailing Wage	
☒	Americans with Disabilities Act of 1990 Language	
☒	Proof of Business Registration	
☒	Pay to Play Disclosure	

City of Plainfield
STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business_____

☐ 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.

OR

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

Check the box that represents the type of business organization:

☐Partnership ☐Corporation ☐Sole Proprietorship
☐Limited Partnership ☐Limited Liability Corporation ☐Limited Liability Partnership
☐Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____ Name: _____

Home Address: _____ Home Address: _____

_____ _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

_____ _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

_____ _____

Subscribed and sworn before me this ____ day of _____ , 201___.

_____
(Affiant)

(Notary Public)

_____
(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

City of Plainfield
NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, _____ residing in _____

_____ (name of affiant)
(name of municipality)

in the County of _____ and State of _____of
full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder 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; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____
_____relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day _____ _____
Signature

_____, 201___ _____
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____

(Seal)

City of Plainfield

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ **No addenda were received**:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

City of Plainfield
BID PROPOSAL FORM

PRIVATE COLLECTION OF MUNICIPAL COURT DEBT

The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

_____
Statement of amount in words

$_____
Amount in numbers, if applicable

_____ _____
Company Name Federal I.D. # or Social Security #

_____
Address

_____ _____
Signature of Authorized Agent Type or Print Name

Title:_____

_____ _____
Telephone Number Date

_____ _____
Fax Number E-mail address

City of Plainfield
AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

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

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

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

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

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

The contractor and the City of Plainfield, (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. S121 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.

City of Plainfield
OWNER DISCLOSURE and POLITICAL CONTRIBUTION CERTIFICATION
This Statement *MUST BE INCLUDED* with RFP Submissions

OWNER DISCLOSURE SECTION

Name of Business_____

☐ 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.

OR

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

OR

☐ I certify that there are no stockholders

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation ☐ Other (describe) _____

AND

City of Plainfield
POLITICAL CONTRIBUTION DISCLOSURE SECTION

(The following section must be completed)

☐ I hereby attest that the undersigned business entity, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution of money, or pledge of contribution, including in kind to:

1. A campaign committee of a City candidate or holder of public office in excess of $300, each;

2. Any Municipal party committee in excess of $300 or County party committee in excess of $500;

3. Any political action committee (PAC) that regularly engages in the support of municipal or county elections and/or municipal or county parties, in excess of $500;

4. Any group of individuals (principals, partners, and officers) that are defined as the professional business entity, including an individual's spouse and any child living at home, may not in the aggregate contribute in excess of $2,500 to all Plainfield municipal candidates and officer holders, and all Municipal or County political parties and PAC's, as described above;

Pursuant to the Municipal code of the City of Plainfield, Chapter 2, Article 10, Section 19(a), in the one (1) year period preceding the award of the contract that would, affect its eligibility to perform this contract, nor will it make a contribution of money, or pledge of contribution, including in kind, during the term of the contract to any campaign committee of a City of Plainfield candidate or holder of public office, political party committee in the City of Plainfield and/or County of Union, and any political action committee (PAC) that regularly engages in the support of municipal and/or county elections and/or municipal or county parties.

OR

☐ I hereby attest that the undersigned business entity, its subsidiaries, assigns or principals controlling in excess of 10% of the company has made reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed below:

Contributor Name	Recipient Name	Date	Dollar Amount
			$

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____ Name: _____

Home Address: _____ Home Address: _____

_____ _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

_____ _____

Subscribed and sworn before me this ___
day of _____, 201___.

(Notary Public)

My Commission expires:

_____
(Affiant)

_____
(Print name & title of affiant)

(Corporate Seal)