RESOLUTION

No. 17-594

Date of Adoption: SEP 07 2017

ACTING CITY ATTORNEY

Present the following Resolution:

RESOLUTION AWARDING A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ TO TAXSERV CAPITAL SERVICES NEW JERSEY, LLC, 1313 DOLLEY MADISON BOULEVARD, SUITE LL-130, MCLEAN, VIRGINIA 22101-3926 FOR PRIVATE COLLECTION OF MUNICIPAL COURT DEBT ADMINISTRATIVE FEE AUTHORIZED BY THE MUNICIPALITY NOT TO EXCEED 20% OF THE AMOUNT COLLECTED AS AUTHORIZED BY N.J.S.A.40:48-5a- RFP# 2017-09

WHEREAS, the City of Trenton has a substantial amount of debt owed to the City for Municipal Court fees and a provider is needed to assist in collections, and

WHEREAS, a request for proposals was advertised, and six (6) proposals were received on May 31, 2017 and were evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

WHEREAS, the proposal of TaxServ Capital Services, NJ, LLC, 1313 Dolley Madison Blvd., Ste. LL-130, McLean, VA 22101-3926 was deemed to have the necessary qualifications and expertise for the performance of the services at the rates budgeted; and

WHEREAS, an administrative fee authorized by the municipality not to exceed 20% of the amount collected to be assessed by the private collection agency to pay for costs of collection as authorized by N.J.S.A. 40:48-5a for a period of one (1) year with an option to extend two (2) one (1) year extensions; and

WHEREAS, all funds collected shall be deposited in the City’s Municipal Court Revenue account.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Trenton, that:

1. The Mayor is hereby authorized to enter into a contract with TaxServ Capital Services, NJ, LLC, 1313 Dolley Madison Blvd., Ste. LL-130, McLean, VA 22101-3926

2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-4.1.

3. A notice of this action shall be printed once in the official newspaper for the City of Trenton and the Resolution and contract shall remain on file in the City Clerk’s Office.

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<thead>
<tr>
<th>Aye</th>
<th>Nay</th>
<th>Absent</th>
<th>Aye</th>
<th>Nay</th>
<th>Absent</th>
<th>Aye</th>
<th>Nay</th>
<th>Absent</th>
<th>Aye</th>
<th>Nay</th>
<th>Absent</th>
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<tr>
<td>BETHEA</td>
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<td>REYNOLDS JACKSON</td>
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The Resolution was adopted at a Meeting of the City Council of the City of Trenton.

SEP 07 2017

President of Council

City Clerk
PROFESSIONAL SERVICES CONTRACT
RFP2017-09
RESOLUTION 17-594

PERFORMANCE BOND IS REQUIRED WITH SIGNED CONTRACTS

THIS CONTRACT, made this 7th day of SEPTEMBER 2017 by and between the City of Trenton, a Municipal Corporation of the State of New Jersey, ("City") and TAXSERV CAPITAL SERVICES NJ, LLC, 1313 DOLLEY MADISON BOULEVARD, SUITE LL-130, MCCLEAN, VIRGINIA, 22101-3926 ("CONTRACTOR")

WHEREAS, the City has a need for PROFESSIONAL SERVICES for Private Collection of Municipal Court Debt Administrative Fee Authorized by the Municipality not to exceed 20% of the amount collected as authorized by N.J.S.A.40:48-5a for the City of Trenton, Department of Administration, Trenton Municipal Court.

WHEREAS, Contractor agrees to provide PROFESSIONAL SERVICES in terms and conditions as set forth hereinafter, and the City being agreeable thereto;

NOW THEREFORE, the parties mutually agree as follows:

PROFESSIONAL SERVICES: The City agrees to retain TAXSERV CAPITAL SERVICES NEW JERSEY, LLC, 1313 DOLLEY MADISON BOULEVARD, SUITE LL-130, MCCLEAN, VIRGINIA, 22101-3926 hereinafter set forth at the request of and under the general supervision of the City of Trenton, Department of Administration, Trenton Municipal Court.

1. SCOPE OF SERVICES

(SEE ATTACHED SCOPE OF SERVICES)

DURATION OF THE CONTRACT:

This contract shall remain in full force and effect FROM NOVEMBER 2018 IN AN AMOUNT NOT TO EXCEED 20% OF THE AMOUNT COLLECTED AS AUTHORIZED BY N.J.S.A.40:48-5A. Termination for Convenience: This Agreement may be terminated by the City for convenience, upon ninety (90) days written notice by the terminating party to the other party for such termination, in which event, the Consultant shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Consultant abandons this Agreement or causes it to be terminated, Consultant shall indemnify the City against loss pertaining to this termination.

2. COMPENSATION:

(a) All work performed by the Contractor is a continuance to complete the project.
(b) The Contractor shall submit monthly bills complete with appropriate support documentation to justify said billing.

3. STATUS OF CONTRACTOR: It is expressly understood by and between the parties hereinafter that the status of the Contractor retained to carry out the services set forth in this agreement is that of an Independent Contractor. It is further understood by and
between the parties that is not intended nor shall it be construed, that the contractor is an agent, employee, or officer of the City of Trenton.

4. **NOTICES:** Any notices required to be delivered to either party pursuant to this Contract shall be in writing to their respective addresses. The parties shall be responsible for notifying each other of any change of address.

5. **INTEGRATION:** Resolution #17-594 and this contract constitutes the entire agreement between the parties and any representation that may have been made prior to the execution of this Contract are nonbinding, void, and of no effect and neither party has relied on any such prior representations in entering into this Contract with the City of Trenton, Department of Administration, Trenton Municipal Court.

6. **ENFORCEABILITY:** If any term or condition of this Contract or its application to any party or circumstances shall be deemed invalid or unenforceable, the remainder of the Contract and its application to other parties and circumstances shall not be affected.

7. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.

8. **MISCELLANEOUS PROVISIONS:**

   a. Contractor, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation, disability or nationality. 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, sex, affectional, gender identity or expression, sexual orientation. Such action shall include, but is not 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. 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;

   b. Contractor, 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, sex, gender identity or expression, affectional or sexual orientation.

   c. Contractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the American with Disabilities Act.

   d. Contractor, where applicable, agrees to attempt to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in
accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2, amended and supplemented from time to time.

e. Contractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, gender identity or expression, affectional, sexual orientation, disability or nationality and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

g. Contractor, where applicable, shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations. Contractor shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

h. Contractor, shall submit along with the signed contract one of the following as evidence of compliance with N.J.A.C. 17-27:

1. Appropriate evidence that the Independent contractor is operating under an existing Federally approved or sanctioned affirmative action program.


3. An initial employee information report (Form AA#302) provided by the Affirmative Action Office and completed by the contractor in accordance with N.J.A.C. 17:27-4
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above written.

CITY OF TRENTON

W. REED GUSCIO, ESQ.
MAYOR

DATE

11/26/18
1.3 Summary of Current Debt Portfolio and Annual Historical Statistics

Currently the City eligible debtor account portfolio consisted of the debt types and amounts shown in the table below. Amounts to be assigned to successful vendor may vary.

<table>
<thead>
<tr>
<th>Type of Account</th>
<th>Number of Accounts</th>
<th>Value of Accounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic</td>
<td>4,596</td>
<td>$2,164,065.32</td>
</tr>
<tr>
<td>Criminal</td>
<td>8,202</td>
<td>$4,931,496.64</td>
</tr>
<tr>
<td>Total</td>
<td>12,798</td>
<td>$7,115,561.96</td>
</tr>
</tbody>
</table>

2.0 General Information

2.1 Contracting Organization:
The contracting organization for this RFP is the City of Trenton, Purchasing Division.

2.2 Point of Contact:
The point of contact for all matters pertaining to this RFP is: igarcia@trentonnj.org.

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 Municipal City 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 Municipal City Council.

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 maybe applicable.

The base contract term shall be for a period of one (1) year from the date of the sign contract with the City having the option to renew the contract for an additional two (2) one (1) year periods.

3.0 Scope of Services

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

3.1.1. City 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.

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. Each and all letters must provide the debtor with a toll-free telephone number for obtaining account information, a remittance slip bearing the assigned reference number, and a return remittance envelope directing payment to: City of Trenton Municipal Court, 225 North Clinton Avenue, Trenton, New Jersey 08609.

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

The City shall have final approval of all letter content. (e) Call Center Support:

Vendors must handle inquiries, discrepancies and complaints. This will include defining agreed upon procedures for handling different types of complaints as well as dispute resolution procedures to include supervisory levels within the each vendor's management and the 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 not 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 re-take 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:

1. 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.

2. 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.