RESOLUTION No. 17-594

Date of Adoption SEP 07 2017

WASHINGTON AWARDING A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44-5.4 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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This Resolution was adopted at a Meeting of the City Council of the City of Trenton.

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 FOR A PERIOD OF ONE (1) YEAR WITH AN OPTION TO EXTEND TWO (2) ONE (1) YEAR OPTIONS FROM SEPTEMBER 7, 2017 TO SEPTEMBER 6, 2018 IN AN AMOUNT NOT TO EXCEED 20% OF THE AMOUNT COLLECTED AS AUTHORIZED BY N.J.S.A.40:48-5(A).

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 hereto 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.
TAXSERV CAPITAL SERVICES NEW JERSEY, LLC  
1313 DOLLEY MADISON BLVD. STE LL-130  
MCCLEAN, VIRGINIA, 22101-3926

DATE

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above written.

ATTEST:

DWAYNE M. HARRIS  
MUNICIPAL CLERK

DATE

CITY OF TRENTON

ERIC E. JACKSON  
 MAYOR

DATE
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>
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<tbody>
<tr>
<td>Traffic</td>
<td>4,596</td>
<td>$2,184,065.32</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>
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</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 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.

(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.
3. **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.

3.1.2 **Supreme Court Procedures.**
The following requirements directly reflect the guidelines published by the Supreme Court and published by the AOC. No exceptions or deviations of any kind shall be granted or accepted:

**A. General**

(i) The private collection agency shall comply with all applicable federal, state and local laws and New Jersey court rules, including, but not limited to, the Federal Fair Debt Collection Practices Act, 15, U.S.C.A. §§1692-1692p

(ii) The private collection agency shall ensure the confidentiality of all records received from the AOC or the municipal court. These records are the property of the Judiciary and may not be used by the private collection agency for any other purpose.

(iii) The private collection agency shall allow employees of the municipal court and the AOC secure access to municipal court collection accounts on the private collection agency's computer systems.

(iv) The private collection agency shall provide to the municipal court all manuals, handbooks and documentation for the specified system services and websites. The private collection agency shall also be required to provide accessories and supplies as may be necessary.

(v) All system services and websites developed in response to these regulations shall be available for demonstration at the Municipal court prior to 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 it employee 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 director and shall immediately cease all collection effort 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 regards 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 Requirements:

(i) The successful contractor(s) will maintain in force, during the full term of the contract, insurance as follows:

1. Comprehensive general liability insurance with a minimum limit of $1,000,000 per occurrences combined single limit for bodily injury and property damage, including coverage for contractual liability, personal injury, products and complete operations coverage's.

2. Comprehensive automobile liability insurance with a minimum limit of $1,000,000 per occurrences combined single limit for bodily injury and property
damage, including coverage for owned, non-owned and hired auto coverage’s as applicable.

3. Blank fidelity bond covering all officers and employees, with a minimum limit of $1,000,000 including the City of Trenton as loss payee as its interest may appear.

4. Worker’s compensation statutory limits, comprehensive general liability and comprehensive automobile liability insurance policies shall be endorsed to provide as additional insured the City of Trenton and its officers and employees. The certificates of insurance and additional insured endorsements are to be provided prior to the effective date of this contract.

E. Access to Judiciary Data:
The Administrative Director of the Courts may immediately suspend without notice the private collection agency’s access to Judiciary computer systems if any of the private collection agency’s practices pose a threat to or compromise the security or data integrity of ATS/ACS, any of its components or any of the public and quasi-public agencies that exchange automated information with ATS/ACS.

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

3.3 The fidelity bond shall also be payable to the City 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, N.J.S.A. 40A: II-1, et seq., the City 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 City reserves the right with equal or tie bids, to award the contract that best suits the interest of the City

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

4.3 Proposal Section:
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 Request for Proposal and number (RFP2017-09), 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 maybe 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 (3) 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.

(g) Litigation History:
Submit a list outlining all lawsuits filed against the vendor for the past ten (10) years.

(h) Penalty History:
Submit a list of all penalties and assessed against the vendor for the last ten (10) years including any penalties and fines assessed by the any and all federal agencies, any and all state agencies and any and all regulatory agencies.
(l) 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 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 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 City.

(l) 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 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 staff and shall be available for meetings either locally or by conference calls.

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 subcontractors personnel, there role and what task are to be assigned.

(k) Proposal Deposit:
The City of Trenton requires that a Proposer must submit with his Proposal a guarantee in the form of a bond, certified check, or cashier's check in the amount of ten percent (10%) of the contract. In no case shall the guarantee exceed $20,000.00.

(i) It is required that the guarantee must be accompanied by a surety company certificate (known as a Consent of Surety) duly authorized to do business in this State and satisfactory to the City of Trenton, stating that such surety company will provide the Proposer with a guarantee bond or other surety as a guarantee indemnification. Failure to include this item will mandate rejection of the proposal.

The City of Trenton requires that a Proposer must submit a Performance Bond in the amount of $500,000.00 from a Company doing business in the State of New Jersey. This bond shall be made to the City of Trenton and shall be held as security for the performance of the contract. The performance bond shall be submitted within ten (10) days of the date of the award letter. Failure to submit a Performance Bond shall be cause for declaring the contract null and void pursuant to N.J.S.A.40A:11-22.

(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. 34:1-56.25, 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 the City debt portfolio listed in Section 1.3 of this RFP. This cost proposal shall constitute the "Administrative fee" as defined in the Supreme Court Procedures Governing the Private Collection of Municipal Court Debt (Appendix "A"). As required under the Supreme Court Procedures Governing the Private Collection of Municipal Court Debt, each vendor's cost proposal cannot exceed 22% of the City debt portfolio.

5.0 Additional Instructions
(a) Each proposal must be signed in ink by the person authorized to do so.
(b) Award of contract to the successful bidder must be made within 60 days after receipt of Proposals.
(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) No interpretation of the meaning of the Scope of Service 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.
(e) Pursuant to N.J.S.A. 40A:11-18. American made goods and products shall be used where possible.

PROCESSING OF PROPOSALS

A. Questions: Questions regarding this Request for Proposals, the scope of work, or need for additional data of information should be submitted in writing at least ten days prior to opening date, to igarcia@trentonnj.org.

B. Pre-proposal meeting: None to be held

C. Submission of Proposal: To receive award consideration, one (1) original proposal and five (5) additional copies must be receive in a sealed package by the Purchasing Division no later than 11:00A.M. ON WEDNESDAY, MAY 31, 2017 at which time they will be opened and later distributed for evaluation. The seal package(s) must be clearly marked for "REQUEST FOR PROPOSAL FOR PRIVATE COLLECTION OF MUNICIPAL COURT DEBT FOR THE CITY OF TRENTON RFP2017-09" and may be mailed to Isabel C. Garcia, QPA, Purchasing Agent, City Hall Annex, Division of Purchasing, 319 East State Street, 1st floor, Trenton, New Jersey 08608. All proposals will be held in confidence until a contract has been executed or City Council has rejected all proposals.

D. Selection Procedures: Each Request for Proposal will be reviewed to determine responsiveness. Responsive submissions will be evaluated by the Selection Committee. Such evaluation will be based upon the information provided by the firms in response to the RFP Evaluations will be based on the Proposal Quality. The committee, at its option, may request an oral presentation or written response from a vendor for specific purpose of clarifying or elaborating on the proposal.

E. Firm/ Vendor must show proof of Liability Insurance:
If your Company/Firm is awarded a contract, you will be required to comply with the requirement of N.J.S.A. 10:5-31 et seq, and N.J.A.C.17:27". The contractor shall maintain such insurance as will protect him for all claims under Worker Compensation Acts; General Liability Insurance protecting him from any other claims for damages for personal injury, including death, which may arise from operations under this contract, whether such operations be by himself or by any sub- contractor or anyone directly or indirectly employed by either of them, and for property damage. Guarantees of such insurance shall be in the amount of $1,000,000.00 and filed with the City and shall be subject to its approval for adequacy of protection. If more insurance is specified later in the bid specifications, that amount shall be controlling.