
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 proposal was advertised, and five (5) proposals were received on March 19, 2014, and were evaluated by a committee based on criteria that included experience, understanding of requirements and cost; and

WHEREAS, the proposal of Pioneer Credit Recovery, Inc., 26 Edward Street, P.O. Box 100, Arcade, New York 14009 was deemed to include the necessary qualifications and expertise for the performance of the services at the rates listed in the proposal; and

WHEREAS, an administrative fee authorized by the municipality not to exceed 22% 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 and N.J.A.40:23-6.53; and

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

NOW, THEREFORE IT IS RESOLVED, by the City Council of the City of Trenton, as follows:

1. The Mayor is hereby authorized to enter into a contract with Pioneer Credit Recovery, Inc., 26 Edward Street, P.O. Box 100, Arcade, New York 14009.

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 on JUN 19 2014

President of Council

City Clerk
RFP2014-03
MUNICIPAL COURT DEBT
RESOLUTION NO.14-355

THIS AGREEMENT made this 19TH day of JUNE 2014, by and between the CITY OF TRENTON, a Municipal Corporation of the State of New Jersey with its principal offices located at 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608, "the CITY OF TRENTON", and PIONEER CREDIT RECOVERY, INC., 26 EDWARD STREET, P.O. BOX 100, ARCADE, NEW YORK 14009 (the "Contractor").

WITNESSETH THAT:

WHEREAS the CITY OF TRENTON, together with the CITY OF TRENTON Municipal Court ("the Municipal Court"), in collaboration with the New Jersey Administrative Office of the Courts ("the AOC"), the New Jersey State Supreme Court, and other program stakeholders, desires to effect the collection of certain debts owed to the CITY OF TRENTON and the Municipal Court in conformance with relevant laws and regulations; and

WHEREAS the Contractor possesses specialized qualifications, resources, and capabilities to effect the collection of such debts;

THEREFORE, it is hereby agreed between CITY OF TRENTON and Contractor that Contractor shall furnish all labor, materials, supplies, and equipment and perform all work called for in connection with the pursuant to specifications as hereinafter set forth.

IT IS AGREED AS FOLLOWS:

1. Related Documents.

It is agreed by and between the CITY OF TRENTON and the contractor that the following documents are made attachments to this Contract and form parts of this Agreement:

Attachment A. Resolution No.14-355 of the CITY OF TRENTON authorizing the award of the contract.

Attachment B. Relevant Laws, Procedures and Guidelines established by the New Jersey Legislature, Supreme Court, and Administrative Office of the Courts (AOC)

Attachment C. Form of RFP Bid.

Attachment D. RFP specifications.

Attachment E. Contractor’s proposal and acknowledgment of addenda and clarifications.

Attachment F. Non-Collusion Affidavit

Attachment G. Questionnaire on Procurement and Service Contracts.

Attachment H. Affirmative Action Affidavit

Attachment I. Certificate of Authority
2. Term of Contract.

Contract shall commence upon receipt of formal written approval from the AOC approving this fully executed Agreement and shall expire one (1) year from the commencement date. Contract may be extended by mutual agreement of the parties for extension terms of up to two (2) one (1) year extensions.

3. Termination of Contract.

3.1 Termination for Cause. If, through any cause, Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the CITY OF TRENTON shall, thereupon, have the right to demand a plan to cure such violations within 10 days of written notice. If this plan to cure is thereafter deemed unsatisfactory or fails to be executed, the CITY OF TRENTON may terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date thereof; at least five days before the effective date of such termination.

3.2 Termination for Convenience. This Agreement may be terminated by either party with 30 days notice during the term of this Agreement for any reason or without reason. All terms, including those related to compensation, are binding upon both parties up to and including the effective date of termination.

4. Mandatory Language.

City and Contractor further agree to incorporate into this Contract the mandatory language of subsection 7.4(a) and (b) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of subsection 7.4(a) and (b).

5. General Contractor Performance.

5.1 Agreement to Collect. Contractor agrees to provide debt collection services to CITY OF TRENTON in compliance with all applicable laws, regulations, licensing requirements and bonding requirements. Debt shall be defined under this Agreement as "any and all delinquent fees, fines, costs, surcharges, and other penalties or assessments imposed, after a final determination of guilt, by a municipal court, relating to criminal, traffic and parking cases."

5.2 Adherence to ACA Code. Contractor will abide by the standards set by the American Collectors Association, Inc. (ACA), which includes the ACA Code of Ethics and the ACA Code of Operations.

5.3 Insurance and Bond Coverage. Contractor will maintain at least the minimum level of insurance and/or bond coverage which is required by the ACA and state law in all jurisdictions in which it is engaging in collection activity to collect Debts placed with it by the CITY OF TRENTON.

5.4 Licenses and Certificates of Authority. Contractor will maintain all licenses and certificates of authority which are required by law in each state in which it is engaging in regulated collection activity with regard to Debts placed with it by CITY OF TRENTON.
5.5 Methods of Debt Collection. Contractor shall use only ordinary and reasonable collection efforts as permitted by law and shall comply at all times with the Fair Debt Collection Practices Act (FDCPA), the Fair Credit Reporting Act (FCRA) and all other applicable state, federal and local laws and regulations.

6. Specific Contractor Performance

6.1 General.

1. The Contractor 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.

2. The Contractor 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 Contractor for any other purpose.

3. The Contractor shall allow employees of the Municipal Court and the AOC secure access to Municipal Court collection accounts on the Contractor’s computer systems.

4. The Contractor shall provide to the Municipal Court all manuals, handbooks and documentation for the specified system services and websites. The Contractor shall also be required to provide accessories and supplies as may be necessary.

5. 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.

6. The Contractor shall institute collection activities in accordance with these regulations on all debts received from the Municipal Court.

7. The Contractor or any of its employees may not be a creditor, an officer or an employee of the CITY OF TRENTON or county that contracts with the Contractor.

8. The Contractor and its personnel may not, in any way, represent themselves as employees of the CITY OF TRENTON, county, State, municipal court or the New Jersey Judiciary.

9. The Contractor 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 knowledgeable about debtors about their accounts.

10. Upon learning that a debtor is deceased, the Contractor shall notify the Municipal Court and shall immediately cease all collection efforts with respect to that debtor.

11. The Contractor shall complete and submit to the Municipal Court a civil judgment form for every case returned uncollected.

12. The Contractor may not undertake any litigation in regard to its collection activities under its contract with the CITY OF TRENTON or county.

13. The Contractor 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 Contractor shall be responsible for converting AOC supplied information or report data from the Municipal Court to the Contractor’s computer system.

14. The Contractor shall instruct the debtor to make all payments, including the administrative fee, directly to the Municipal Court.
15. The Contractor 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.

16. The Contractor shall have the ability to obtain the most recent addresses of persons who owe money from outstanding time payment orders. These debts shall be sent to the Contractor for collection services. New address information obtained by the Contractor shall be made available to the Municipal Court.

17. The Contractor 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.

18. The Contractor shall discontinue all collection activities immediately upon notification that the debtor’s account is paid in full.

19. Termination or suspension of the contract shall be done in accordance with the provisions contained in Section 3 of this Agreement.

20. Upon termination or suspension of the contract, the Contractor shall provide the AOC with a timely report of the final status of all current collection cases.

6.2 Subcontractors.

1. The Contractor may contract with a third party subcontractor to perform collection services under this Agreement.

   Contracting of any work by the Contractor shall not relieve the Contractor of its full responsibilities under contract. The Contractor shall notify and receive the approval of the CITY OF TRENTON or county before hiring any subcontractor for work specified in the contract.

3. The subcontractor shall comply with all applicable federal, state and local laws, New Jersey statutes 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.

4. The subcontractor or any of its employees may not be a creditor, an officer or an employee of the CITY OF TRENTON or county that has contracted with the Contractor.

6.3 Reporting:

1. The Contractor 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 Contractor shall use to report collection and status of accounts. Minimum reporting requirements are as follows:

   a. A list in last name sequence of all open accounts indicating the status of those accounts. The report shall also indicate the Contractor’s efforts and results for obtaining address information.

   b. A list in last name sequence of all payment information transmitted by the Municipal Court to the Contractor since the previous report.

   c. A list of accounts against which collection efforts have begun, including recommended actions to be taken regarding problem collection accounts.

2. The Contractor shall provide all reports as required by the contract in accordance with the agreed upon schedule for providing each, as follows:
a. Monthly/Quarterly Reports: To be provided within 10 business days of end of month/quarter
b. Annual Reports (conforming to Fiscal Year schedule ending June 30): To be provided within 30 days of end of Fiscal Year
c. Ad hoc reporting: To be provided within 7 days or as agreed by parties

3. The Contractor shall provide revenue estimates for annual budget purposes, as requested by the Municipal Court.

4. The Contractor shall instruct debtors to notify it of any address or name changes. The Contractor shall note these changes in its file, in addition to maintaining the name and address given by the Municipal Court. The Contractor shall promptly notify the Municipal Court of any name or address changes of which it becomes aware.

5. The Contractor will report information regarding debts placed with it for collection in accordance with this Agreement to the following Consumer Reporting Agencies: Equifax, Experian and Trans Union. Contractor agrees to comply with the Fair Credit Reporting Act (FCRA) and all applicable state and federal laws in making such reports. In addition, Contractor shall report uncollected debt to an independent credit reporting agency only when the following conditions are satisfied:
   a. Contractor has submitted a list of accounts which are nominated for submission to an independent credit reporting agency, which shall occur on a periodic basis no less frequently than semi-annually.
   b. The CITY OF TRENTON has authorized in writing which accounts are approved for reporting to an independent credit reporting agency.

6. If the Contractor has reported an uncollected debt to an independent credit reporting agency, upon satisfaction of the debt, the Contractor shall immediately notify the independent credit reporting agency of the satisfaction.

6.4 Insurance.
   1. Refer to Section 10 of this Agreement.

6.5 Access to Judiciary Data.
   1. The Administrative Director of the Courts may immediately suspend without notice the Contractor's access to Judiciary computer systems if any of the Contractor’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.

6.6 Services and Operations.
   1. In executing their obligations under this Agreement, both parties will utilize and follow certain standards, templates, scripts, and formats, including but not limited to reporting formats, communication scripts, documentation processes, and other operational functions. These procedures must conform at all times with the laws, procedures, and guidelines established by the New Jersey Legislature, the New Jersey Supreme Court, and the New Jersey Administrative Office of the Courts (AOC). An example of a specific operational procedure which would be subject to conformance with these laws, procedures, and guidelines is documented in Exhibit A, Sample Phone Scripts. Such operational functions may be altered during the course of the Agreement by mutual consent between the parties subject to the ongoing conformance with relevant laws, procedures, and guidelines.
7. CITY OF TRENTON Performance

7.1 Authority to Collect. CITY OF TRENTON hereby authorizes Contractor to use any and all legal means to collect the Debts placed with Contractor by CITY OF TRENTON.

7.2 Ownership of Debts. The CITY OF TRENTON shall maintain ownership of all Debts placed with Contractor for collection under this Agreement. CITY OF TRENTON maintains legal rights and title to these accounts unless other arrangements are made in writing between the Parties.

7.4 CITY OF TRENTON’S Duty to Provide Information. The CITY OF TRENTON agrees to provide the Contractor with all information it has obtained regarding each Debt placed under this Agreement. It is the obligation of the CITY OF TRENTON to provide the Contractor with any information it has regarding the bankruptcy, death, legal disability or other defenses (including a statute of limitations defense) which may prohibit or delay the collection of the Debt or in any way impact the ability of the Contractor to collect the Debt.

7.5 CITY OF TRENTON Warranties. CITY OF TRENTON warrants that the Debts placed with Contractor have been reviewed by CITY OF TRENTON prior to transfer to the Contractor in accordance with this Agreement and that the balances reported to Contractor are correct, that all obligors on the Debts have been disclosed and that all disputes and defenses of debtors have been reported to Contractor to the best of CITY OF TRENTON’S knowledge.

7.6 Notice of Dispute. The CITY OF TRENTON shall inform the Contractor in writing, or by such other means as the parties may expressly agree from time to time, of any Debts subject to this Agreement that have been disputed. Disputes under this provision include both oral and written indications and statements by the debtor or any third party that the Debt is in dispute, and includes but is not limited to a request for validation of the Debt.

7.7 CITY OF TRENTON’S Continuing Duty. CITY OF TRENTON has a continuing obligation to provide Contractor with the information required in paragraph 6.6 of this Agreement during the time such Debt is placed with Contractor for collection as well as any time that the Contractor is furnishing information to a credit reporting Contractor about the Debt.

7.8 Authorization to Investigate. CITY OF TRENTON expressly authorizes Contractor to perform investigatory services in relation to the ordinary debt collection activities it performs for CITY OF TRENTON.


During the performance of this Contract, the Contractor agrees as follows:

8.1. The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Equal Employment Opportunity Officer setting forth provisions of this nondiscrimination clause.

8.2 The Contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.
8.3 The Contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding, a notice, to be provided by the Public Agency Equal Employment Opportunity Officer advising the labor union or workers representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

8.4 The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

8.5 The Contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the Regulations 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 section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

8.6 The Contractor or subcontractor agrees to inform in writing all recruitment agencies, 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 or sex, and that it will not continue the use of any recruitment agency which engages in direct or indirect discrimination.

8.7 The Contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions of the same.

8.8 The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated under the Americans With Disabilities Act of 1990, 42 U.S.C. §12101 et seq.

9. Indemnification Agreement.
To the full extent permitted by law, Contractor shall defend, indemnify and hold harmless CITY OF TRENTON, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, if actual. Without affecting the rights of CITY OF TRENTON under any provision of this Agreement or this section, Contractor shall not be required to indemnify and hold harmless CITY OF TRENTON as set forth above for liability attributable to the sole fault of CITY OF TRENTON, provided such sole fault is determined by agreement between the parties of the findings of a court of competent jurisdiction. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-contractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of CITY OF TRENTON to monitor compliance with these requirements imposes no additional obligations on CITY OF TRENTON and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend CITY OF TRENTON as set forth here in is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or section.

10. Insurance Requirements.
The successful contractor(s) will maintain in force, during the full term of the Contract, insurance as follows:

a. Comprehensive general liability insurance with a minimum limit of $1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverage for contractual liability, personal injury, products and complete operations coverage's.
b. Comprehensive automobile liability insurance with a minimum limit of $1,000,000 per occurrence combined single limit bodily injury and property damage, including coverage for owned, non-owned and hired auto coverage as applicable.

c. 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 interests may appear.

d. Workers' 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. All policies shall be endorsed to provide thirty (30) days advanced written notice to the CITY OF TRENTON of cancellation, non-renewal or reduction in coverage. The certificates of insurance and additional insured endorsements are to be provided prior to the effective date of this Contract.

11. Fees and Remuneration.
11.1 Contingency Fee. The cost of the collection services described in this Agreement shall be based upon a contingency fee. A Debt placed for collection with Contractor shall be subject to a collection fee of 22% of the unpaid balance for accounts placed with the Contractor.

12. Notice.
Except as otherwise expressly provided herein, any notice required or desired to be served, given or delivered hereunder shall be in writing and shall be deemed to have been validly served, given or delivered, (a) forty-eight (48) hours after deposit in the U.S. Mail, with proper postage prepaid, certified return receipt requested; or (b) one (1) business day after delivery to a reputable overnight delivery service; or (c) upon delivery by courier or in person to the following addresses:

If to:
THE HONORABLE JUDGE HAROLD GEORGE
CITY OF TRENTON MUNICIPAL COURT
P.O. BOX 1360
TRENTON, NEW JERSEY 08607
HGEORGE@TRENTONNJ.ORG

With a copy to:
DAVID MINCHELLO, DIRECTOR OF LAW
CITY OF TRENTON
319 EAST STATE STREET
TRENTON, NJ 08608
DMINCHELLO@TRENTONNJ.ORG

If to Contractor:
PIONEER CREDIT RECOVERY, INC.
26 EDWARD STREET – P.O. BOX 100
ARCADE, NEW YORK 14009
JACK.FRAZIER@SALLIEMAE.COM
585-492-3484

With a copy to:
ADANNA BRATHWAITE
MARSH USA INC.
1255 23rd ST. NW, SUITE 400, WASHINGTON, DC 20037
ADANNA.F.BRATHWAITE@MARSH.COM

13.1 Applicable Law. This Agreement is made pursuant to the laws of the State of New Jersey and shall be construed in accordance with those laws.

13.2 This Agreement is made pursuant to the procedures and guidelines established by the New Jersey Supreme Courts and the State's Administrative Office of the Courts subsequent to the adoption of state law (L. 2009, c. 233) on January 16, 2010 as well as rules and procedures adopted by the Supreme Court issued March 31, 2011 (Supreme Court Procedures Governing the Private Collection of Municipal Court Debt Under L. 2009, c. 233).


14.1 Modification. This Agreement shall be modified only by written instrument signed by duly authorized representatives of both parties. All modifications must be approved by the Director of Administrative Office of the Courts.

14.2 Non-waiver. The failure of either party to insist, in any one or more instance, upon the performance of this Agreement, or the failure to exercise any right or privilege herein conferred, shall not be construed as a waiver of any such covenant, conditions, rights, or privileges, but the same shall continue and remain in full force and effect.

14.3 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof, each part signed by less than all, but together signed by all the parties hereto.

14.4 Authorization. Those signing below warrant that they are representatives of the parties and are authorized to enter into this Agreement, and are acting pursuant to a resolution of their respective boards of directors, if such resolution is required, prior to entering into such agreement.

15. It is agreed that the acceptance of the final payment by the contractor shall be considered as a release in full of any and all claims against the CITY OF TRENTON or the governing body of the CITY OF TRENTON out of or by reason of the work done and materials furnished under this Contract.

16. This Contract is in compliance with N.J.S.A. 19:44A-20.4 regarding Pay to Play in that the contractor has certified having made no reportable campaign contributions in excess of reportable limits for the 12 months preceding this Contract nor will the contractor make such contributions otherwise prohibited for the 12 months succeeding the Contract.

17. Contractor is not on any federal or state debarred or disqualified list of vendors.

18. This Contract is binding upon the parties hereto, their successors, heirs and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day first written above.
THE CITY OF TRENTON, NJ

By: __________________________

Its: __________________________

Pioneer Credit Recovery, Inc.
26 Edward Street – P.O. Box 100
Arcade, New York 14009

Name: Jack Freier, Jr. Title: President

Date: 02/02/2015

Seal

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

__________________________________________

ATTEST: CITY OF TRENTON

RICHARD M. KACHMAR
CITY CLERK

THE HONORABLE ERIC E. JACKSON
MAYOR