



**CITY OF JERSEY CITY
REQUEST FOR PROPOSALS:**

**PRIVATE COLLECTION AGENCY SERVICES
FOR THE JERSEY CITY MUNICIPAL COURTS**

**SUBMISSION DEADLINE:
11:00 A.M.
Tuesday, November 1, 2011**

**ADDRESS ALL PROPOSALS TO:
Peter Folgado
Director of Purchasing
Department of Administration
Division of Purchasing
1 Journal Square Plaza
Jersey City, New Jersey 07306**

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DEPARTMENT: Administration
PURPOSE: Collection Services for the Courts

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DIVISION: Municipal Courts
DUE DATE: 11/1/2011

SECTION 1: GENERAL INFORMATION & SUMMARY

1.1 Organization Requesting Proposal

City of Jersey City - Department of Administration/Municipal Courts
City Hall
280 Grove Street
Jersey City, NJ 07302

1.2 Contact Person

Peter Folgado
Acting Director of Purchasing
Department of Administration
Division of Purchasing
1 Journal Square Plaza
Jersey City, New Jersey
(201) 547-5156
(201) 547-6586 (fax)
PeterF@jcnj.org

1.3 Procurement Process

This contract will be awarded using the competitive contracting provision of the Local Public Contracts Law (N.J.S.A 40A:11-4.1 et seq) which is considered a “fair and open” process under the "New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44A-20.4 *et seq.*

Proposals will be evaluated in accordance with the criteria set forth in this Request for Proposals (RFP). The governing body will approve a resolution awarding a contract to the consultant for a sum not to exceed a specified amount.

1.4 Contract Form

If selected to provide services, it is agreed and understood that the successful Respondent shall be bound by the requirements and terms contained in this RFP with regard to services performed, payments, indemnification, insurance, termination, and applicable licensing provisions.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the City arising out of, or by reason of, the work done and materials furnished under this Contract.

1.5 Informational meeting

There will not be an informational meeting for this RFP.

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1.6 Submission deadline

Proposals must be submitted to, and be received by the Division of Purchasing, via mail or hand delivery, by 11:00 a.m. prevailing time on Tuesday, November 1, 2011. Proposals will not be accepted by facsimile transmission or e-mail.

1.7 Opening of proposals

Proposals shall be opened in public at 11:00 a.m. prevailing time on Tuesday, November 1, 2011 in the Division of Purchasing Conference Room, located on the second floor of 1 Journal Square Plaza, Jersey City, NJ.

1.8 Definitions

The following definitions shall apply to and are used in this Request for Proposal (RFP):

"City" - refers to the City of Jersey City.

"RFP" - refers to this Request for Proposals, including any amendments thereof or supplements thereto.

"Respondent" or "Respondents" - refers to the interested persons and/or firm(s) that submit a Proposal.

"Competitive Contracting" - refers to the process by which proposals are evaluated and contracts awarded, pursuant to N.J.S.A. 40A:11-4.1 *et seq.*

"Consultant" or "Consultants" - refers to the interested persons and/or firm(s) that submit a Proposal.

1.9 Submission address

All proposals should be sent to:

Peter Folgado
Acting Director of Purchasing
Jersey City Department of Administration
Division of Purchasing
1 Journal Square Plaza
Jersey City, New Jersey 07306

SECTION 2: INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction and Purpose

The City of Jersey City is seeking proposals from qualified Consultants for services as described herein.

2.2 Competitive Contracting

This contract will be awarded using the competitive contracting provisions of the Local Public Contracts Law (N.J.S.A 40A:11-4.1 et seq.) which is considered a “fair and open” process under the "New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44A-20.4 et seq.

The City has structured a procurement process that seeks to obtain the desired services, while establishing a competitive environment to assure that each person and/or firm is provided an equal opportunity to submit a proposal in response to the RFP. Proposals will be evaluated in accordance with the criteria set forth in Section 7 of this RFP, which will be applied in the same manner to each proposal received.

2.3 Evaluation Committee

Proposals will be reviewed and evaluated by a committee appointed by the City's Business Administrator. The proposals will be reviewed to determine if the Respondent has met the professional, administrative and subject area requirements described in this RFP. Pursuant to N.J.A.C. 5:34-4.3, “the names of the individuals who serve as committee members shall not be publicly disclosed until the evaluation report is presented to the governing body”.

2.4 Procurement Schedule

The steps involved in the process and the anticipated completion dates are set forth in the Procurement Schedule below. The City reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Respondents.

| <u>Activity</u> | <u>Date</u> |
|--|--------------------|
| 1. City Council approval of resolution authorizing use of competitive contracting for this project | July, 2011 |
| 2. Issuance of Request for Proposals | September 22, 2011 |
| 3. Receipt of Proposals | November 1, 2011 |
| 4. Completion of Evaluation of Proposals | December 1, 2011 |
| 5. Award of contract | December 14, 2011 |

2.5 Addenda or Amendments to RFP

During the period provided for the preparation of responses to the RFP, the City may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by the City and will constitute a part of the RFP. All responses to the RFP shall be prepared with full consideration of the addenda issued prior to the proposal submission date.

All communications concerning this RFP or the RFP process shall be directed to the City's Acting Purchasing Agent, in writing, via fax, or via e-mail. Responses to all questions will be forwarded as addenda to all prospective respondents who have provided accurate and current contact information (mailing address, fax number, e-mail address) to the Division of Purchasing.

Subsequent to issuance of this RFP, the City (through the issuance of addenda to all persons and/or firms that have received a copy of the RFP) may modify, supplement or amend the provisions of this RFP in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by (and in the sole judgment of) the City.

2.6 Rights of the City

The City reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

- To conduct investigations of any or all of the Respondents, as the City deems necessary or convenient, to clarify the information provided as part of the Proposal and to request additional information to support the information included in any Proposal.
- To suspend or terminate the procurement process described in this RFP at any time (in its sole discretion.) If terminated, the City may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

2.7 Cost of Proposal Preparation

Each Proposal and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the City, its officers, officials or employees for reimbursement for the payment of costs or expenses incurred in the preparation of the Proposal or other information required by the RFP.

2.8 Proposal evaluation

Proposals will be evaluated initially on the basis of the written response to the RFP. The top three proposals will be invited to make an oral presentation to the evaluation team.

Evaluators will then rank the top three finalists, with the highest ranking proposal being selected for the project.

2.9 Written Proposal

Prospective consultants must submit a written proposal in a format specified by the City. The required format is detailed in Section 3.

2.10 Oral presentation

Please see section 2.8 above.

2.11 Equal Employment Opportunity/Affirmative Action and Business Registration Certificate requirements

Consultant is required to comply with requirements of P.L. 1975, c. 127, the Law Against Discrimination and with N.J.A.C 17:27-1.1 et seq, and N.J.S.A. 10:5-31, the Affirmative Action Rules.

A party responding to this RFP must indicate what type of business organization it is e.g., corporation, partnership, sole proprietorship, or non-profit organization. If a party is a subsidiary or direct or indirect affiliate of any other organization, it must indicate in its proposal the name of the related organization and the relationship. If a party responding to this RFP is a corporation it shall list the names of those stockholders holding 10% or more of the outstanding stock.

Section 8 of this document describes general terms and conditions. Section 9 of this document contains required administrative forms which must accompany all proposals. Exclusion of any required form is grounds for rejection of proposals.

2.12 Disposition of RFP

Upon submission of a Proposal in response to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Proposal:

- All Proposals shall become the property of the City and will not be returned.
- All Proposals will become public information at the appropriate time, as determined by the City (in the exercise of its sole discretion) in accordance with law.

2.13 Softcopy version of RFP

Prospective respondents who have obtained printed copies of this RFP and who have provided accurate and current contact information (mailing address, fax number, e-mail address) to the Division of Purchasing, may request a softcopy version of this RFP. Softcopy versions will be provided as a PDF file only.

SECTION 3: WRITTEN PROPOSAL FORMAT

Proposals must address all information requested in this RFP. Proposals which in the judgment of the City fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

3.1 Mandatory content

Each proposal submitted must contain the ten (10) sections described below:

- Title Page
- Table of Contents
- Executive Summary
- Scope
- Objectives
- Project Workplan (including project organization, critical success factors and risks)
- Assumptions/City of Jersey City Responsibilities
- Staffing
- Timing & Fees
- Appendices/Other

The information requested by the sectional format described above is further defined.

3.2 Title Page

The Proposal should include a title page, which identifies the project; the Respondent's Firm, name of the Respondent's primary contact, address, telephone number, fax number and email address.

3.3 Table of Contents

The Respondent's Proposal should include a Table of Contents, which lists the titles and page numbers for each major topic and sub-topic contained in the proposal.

3.4 Executive Summary

This section should include a summary of the key points and highlights of the Respondent's

response and should discuss the pricing contained in the Proposal.

3.5 Scope

In this section of the proposal, the Respondent should state what they believe to be the scope of the intended strategy within the City of Jersey City. If there are any gaps between what the Respondent believes should be the proper scope of the solution given all information known at the time of this RFP, the Respondent should clearly state these gaps in this section and clearly mark these concerns as such.

3.6 Objectives

In this section of the Proposal, the Respondent should state what they believe to be primary objectives for each element of the plan. Respondents may choose to offer suggestions to the City of Jersey City on how objectives for this type and size of a phased project should be measured throughout the life of the implementation, to ensure success in delivery of every business priority.

3.7 Project Work Plan

In addition to providing a high-level project work plan, this section should describe each of the proposed phases, activities and tasks that the City of Jersey City should execute to achieve success. In addition to the tasks, it is assumed that the Respondent will identify the resources needed to complete the associated task, and that the resource identified will have been included in the project organizational structure. All assumptions that were made to complete the project plan should be documented in this section.

The work plan should present a picture of key activities, milestones, key dates, etc. necessary to deliver this project. The City of Jersey City realizes that each Respondent brings its own methodology and work plan.

3.8 Assumptions/Jersey City Responsibilities

In this section, the Respondent should clearly describe any assumptions relating to the responsibilities and/or commitments the Respondent is expecting of the City of Jersey City throughout the life of this project.

3.9 Staffing

A discussion of the project team that will be utilized should be contained in this section. The City of Jersey City requests that as part of the discussion here, the Respondent state exactly the role the proposed Respondent team member will assume on each phase and detail the qualifications for the role that the team member possesses.

3.10 Timing and Fees

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In this section, please describe the timing and associated fees the Respondent is proposing for the implementation. Respondents should be sure to include all expenses associated with delivery, in addition to professional fees.

It is important to note that pursuant to N.J.S.A 40A:5-16, the City is prohibited from paying for goods or services before they have been provided. Therefore, any proposals which specify payment upon contract signing will be deemed unresponsive and rejected.

3.11 Appendices/Other

This section should include at minimum: Consultant qualifications, references and resumes. If respondents feel that other materials are necessary (such as promotional literature, white papers, etc) they should provide them in a separate document clearly labeled “Additional Materials” in order to adhere to the 30 page maximum guideline for proposal length. Note that these materials may or may not be reviewed by all evaluators and will not be part of the official evaluation.

Finally, any out-of-scope services not covered in other sections should be included here. A description of the personnel likely to be involved, and the resources brought to bear (including costs and/or hourly rates) must be provided.

SECTION 4: PROJECT OBJECTIVES

The Mayor and the Administration of the City of Jersey City seek to improve the collection of debt owed to the Municipal Court through the services of a private collection agency.

The opportunity to hire a private collection agency for Municipal Court debt was only recently approved by the New Jersey Supreme Court, under procedures promulgated on March 31, 2011 in the document: “Supreme Court Procedures Governing the Private Collection of Municipal Court Debt Under L.2009, C. 233.”

This document is attached to the RFP and is the guiding instructions as to the appropriate objectives and scope of the collection services. To be clear, the Supreme Court Procedures are wholly incorporated into this RFP.

SECTION 5: SCOPE OF SERVICES

The successful respondent will:

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- 1) Conform with the Supreme Court Procedures as described in Section 4 above;
- 2) Present methodologies that will provide the largest realization of debt collection for the City of Jersey City; and
- 3) Present evidence and procedures to ensure the highest standard of customer service to the City of Jersey City.

SECTION 6: PROPOSAL SUBMISSION REQUIREMENTS

To be responsive, Proposals must provide all requested information, and must be in strict conformance with the instructions set forth herein. Proposals and all related information must be bound, and signed and acknowledged by the Respondent.

6.1 Number of copies

Respondents must submit one signed original and at least 3 copies of their proposal of which 1 must be unbound (for photocopying purposes).

6.2 Proposal media

Proposals forwarded by facsimile or e-mail will not be accepted, however respondents may alternately submit one signed original and 1 softcopy version (PDF preferred) on CD.

Please note that the City will not be responsible for CDs or softcopy files which cannot be opened, and that this may be grounds for rejection.

6.3 Proposal format

To facilitate a timely and comprehensive evaluation of all submitted Proposals, it is essential that all Respondents adhere to the required response format. The City of Jersey City requires a standard format for all Proposals submitted to ensure that clear, concise and complete statements are available from each Respondent in response to requirements. The required format is detailed in Section 3.

The City of Jersey City is not under any obligation to search for clarification through additional or unformatted information submitted as a supplement to the formatted response. Where a proposal contains conflicting information, the City of Jersey City at its option may either request clarification or may consider the information unresponsive.

6.4 Proposal length

The exact presentation and layout format of Proposals is up to the discretion of the Respondent, however a maximum length of 30 pages is strongly suggested.

6.5 Submission deadline

Proposals must be received by the City no later than 11:00 a.m. prevailing time on Tuesday,

November 1, 2011, and must be mailed or hand-delivered.

SECTION 7: PROPOSAL EVALUATION

The City's objective in soliciting Proposals is to enable it to select a Respondent that will provide high quality and cost effective services to the citizens of Jersey City. The City will consider Proposals only from Respondents that, in the City's sole judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the City in the manner described in this RFP.

7.1 Evaluation methodology

Proposals will be evaluated initially on the basis of the written response to the RFP. The top three proposals will be invited to make an oral presentation to the evaluation team.

Evaluators will then rank the top three finalists, with the highest ranking proposal being selected for the project.

7.2 Written response evaluation

There will be nine criteria by which proposals will be evaluated. Each criterion will bear a certain weight, and the extent to which the criterion is met or exceeded will be determined by the committee.

a. Required Format: 10 points

The committee will determine the extent to which the proposal includes the required sections (Title page, Table of contents, etc). One (1) point will be awarded for each section.

b. Conforming to the Supreme Court Procedures: 30 points

Vendor should demonstrate their ability to conform to the Supreme Court procedures, citing their protocols that will address specific requirements within the approved procedures.

c. Maximizing Amount of Revenue to the City: 30 points

Vendor should describe their methodologies that will provide the City of Jersey City the highest possible return on the Courts uncollected debt, while providing the City with a high standard of customer service.

d. Prior experience with similar projects: 10 points

The City does not wish to overly educate the vendor as to the workings (both operational

and statutory) of municipal government.

As a result, proposals which include documentation (including references) of successful projects in municipalities of similar size (population 240,000; annual operating budget \$400M) and diversity will be viewed more favorably. This section should include (5 points each):

- Client references (including contact information)
- Details of project size

e. Personnel assigned: 5 points

Through this project, Jersey City will be reinforcing its reputation as a world class city, and is therefore entitled to expect world class credentials and experience from the consultants which it employs for high profile efforts. Resumes of consultant personnel will be scrutinized to ensure this requirement is met. Proposals which provide detailed accounts of team members' applicable experience and their anticipated roles in this project will be viewed more favorably.

f. Project timeline: 10 points

The City favors an aggressive timeline for implementation. The vendor should provide timeline and verify ability to meet its deadline.

h. Commitment to diversity: 5 points

Support of, and utilization of Minority and Women Owned Business Enterprises (MBE/WBE), and/or Locally Owned Business Enterprises (LBE) consistent with the City of Jersey City policies, should be described.

7.3 Response weights

For each of the above written response criteria, the committee will determine the extent to which the requirements are fulfilled. This will be scored from 0 to 2, as follows:

- 0 No requirements met
- 1 Some or most requirements met
- 2 All requirements met or exceeded

Each criterion will be weighted by the extent to which the requirements are met and the resultant

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scores totaled, with 200 being the highest possible score. Each evaluator will then rank the Respondents by total score and the top three respondents identified.

7.4 Final evaluation and report of committee

Based on the written responses, the three highest rated responders will be provided an opportunity to make oral presentations to the evaluation committee.

The oral presentations will be ninety minutes long and can include presentation aids, e.g. PowerPoint. The presentations will be held in a conference room in City Hall and will be scheduled during the month after receipt of the proposals.

Evaluators will then rank the top three finalists, with the highest ranking proposal being selected for the project.

The Committee will prepare a report listing the names of all Consultants who submitted proposals, ranking Consultants in order of evaluation, and recommending the selection of a Consultant based on the Committee's evaluations.

7.5 Contract award

A contract will be awarded pursuant to N.J.S.A 40A:11-4.1 et seq. and N.J.A.C 5:34-4.1 et seq. (Competitive Contracting Law and Regulations). The Municipal Council will vote to accept the proposal of a Consultant within 60 days of the receipt of proposals, except that the proposals of any Consultants who consent thereto, may, at the request of the City, be held for consideration for such longer period as may be agreed.

SECTION 8: GENERAL TERMS AND CONDITIONS

The following are general terms and conditions which may or may not be explained elsewhere in this RFP.

8.1 City's right to reject

The City reserves the right to reject any or all Proposals, if necessary, or to waive any informalities in the Proposals, and, unless otherwise specified by the Respondent, to accept any item, items or services in the Proposal should it be deemed in the best interest of the City.

8.2 Original/Authorized signatures

Each proposal and all required forms must be signed in ink by a person authorized to do so and/or notarized as indicated.

8.3 Delivery of proposals

Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to Respondents. In the case of mailed Proposals, the City assumes no responsibility for Proposals received after the designated date and time and will return late Proposals unopened. Proposals will not be accepted by facsimile or e-mail.

8.4 Equal Employment Opportunity/Affirmative Action requirements

Consultants are required to comply with the provisions of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 *et seq.* No firm may be issued a contract unless it complies with these affirmative action provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language for Goods, Professional Services and General Service Contracts, Exhibit A summarizes the full required regulatory text.

Goods and Services (including professional services) consultants/contractors shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- a. A photo copy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action programs (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

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accordance with N.J.A.C 17:27-4.

The Consultant's attention is also called to Section 9 of this document which contains the required information and forms. For information on EEO/AA requirements and forms only, please contact:

Jeana F. Abuan, Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration, Office of Equal Opportunity/Affirmative Action
280 Grove Street Room-103
Jersey City NJ 07302

Tel. #201-547- 4533

Fax# 201-547-5088

E-mail Address: abuanJ@jcnj.org

8.5 Business Registration Certificate

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

Consultants are required to comply with the requirements of P.L. 2004, c. 57 (Chapter 57) which include submitting a copy of their Business Registration Certificate (BRC), issued by the NJ Department of the Treasury.

For more information on obtaining a BRC, see Section 9.

8.6 Clarification of RFP

Should any difference arise as to the meaning or intent of this RFP, the City's Business Administrator's decision shall be final and conclusive.

8.7 Indemnification

The Respondent, if awarded the contract, agrees to protect, defend and save harmless the City against damage for payment for the use of any patented material process, article or devise that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties by, or from, any of the acts of the contractor, its servants or agents.

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8.8 Insurance requirements

The Consultant shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General and Automobile Liability, and shall be subject to approval for adequacy of protection. Certificates of such insurance shall be provided the City when required. Insurance requirements are as follows:

- Comprehensive General Liability in the amount of \$2,000,000
- Workers Compensation in the statutory amount of \$100,000
- Automobile Liability in the amount of \$1,000,000
- Professional Liability in the amount of \$1,000,000

8.9 Termination

Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved, either party may terminate the contract by providing 60 days written notice to the other party, Regardless, the City reserves the right to cancel the contract by providing 60 days written notice to the consultant.

SECTION 9: REQUIRED ADMINISTRATIVE FORMS

Please place the checklist and the required forms which follow at the front of your proposal to facilitate Purchasing's review.

CITY OF JERSEY CITY

PROJECT: PRIVATE COLLECTION AGENCY SERVICES FOR THE MUNICIPAL COURTS

RESPONDENT: _____

RESPONDENT'S CHECKLIST

| Item | Respondent Initials | Purchasing Review |
|---|--------------------------------|------------------------------|
| A. Non-Collusion Affidavit properly notarized | | |
| B. Public Disclosure Statement | | |
| C. Mandatory Affirmative Action Language | | |
| D. Americans with Disabilities Act | | |
| E. MWBE Questionnaire | | |
| F. Affirmative Action Compliance Notice | | |
| G. Employee Information Report | | |
| H. Business Registration Certificate | | |
| I. Original signature(s) on all required forms. | | |

NON COLLUSION AFFIDAVIT
STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify that I am _____

of the firm of _____

the Respondent making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said Respondent 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 City of Jersey City relies upon the truth of the statements contained in said proposal 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 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 (N.J.S.A.52: 34-25)

(Signature of Respondent) _____

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY _____ OF 20 _____

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 .

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

| Name | Address | % owned |
|------|---------|---------|
| | | |
| | | |
| | | |
| | | |
| | | |

SIGNATURE : _____

TITLE: _____

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY _____ OF 20_____

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 .

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)**

During the performance of this contract, the contractor agrees as follows:

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)**

use of any recruitment agency which engages in direct or indirect discriminatory practices..The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27** .

The undersigned consultant certifies that he/she received, read, and is aware of the commitment to comply with:

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)**

The undersigned consultant further agrees to furnish the required forms of evidence and 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 .

Representative's Name/Title (Print): _____

Representative's Signature: _____

Name of Company: _____

Tel. No.: _____ **Date:** _____

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (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. 5121 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.

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability (continued)

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.

Representative's Name/Title Print): _____

Representative's Signature: _____

Name of Company: _____

Tel. No.: _____ **Date:** _____.

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: _____

Address: _____

Telephone No.: _____

Contact Name: _____

Please check applicable category :

_____ Minority Owned

_____ Minority & Woman Owned

_____ Woman Owned

_____ Neither

Definition of Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

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

©) 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 consultant may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful consultant(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 consultant copy is retained by the consultant.

The undersigned consultant 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 consultant 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: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

Consultant must submit one of the following 3 documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (submitted to NJ State Dept of Treasury)

| | | |
|--|---|---|
| U.S. Department of Labor | Employment Standards Administration Office of Federal Contract Compliance Program |  |
| | Newark Area Office 134 Evergreen Place, Fourth Floor East Orange, NJ 07018 | |
| February 27, 19__ | Reply to the attention of: | |
| President | | |
| Dear | | |
| Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 19__. | | |
| We found no apparent deficiencies or violations of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973 or of 38 USC 2012 (the Vietnam Era Veterans' Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed. | | |
| The Office of Federal Contract Compliance Progress sincerely appreciated the cooperation and courtesies extended by you and your staff during the conduct of the compliance review. | | |
| Sincerely, | | |
| Area Office Director | | |

Certification _____

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

VOID

This is to certify that the contractor ~~_____~~ has submitted an Employee Information Report pursuant to N.J.A.C. 17-27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of _____.

VOID



State Treasurer

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT:

Read the following instructions carefully before completing the form. Print or type all information. Failure to properly complete the entire form may delay issuance of your certificate. **If you have a current certificate of employee information report, do not complete this form. Send copy of current certificate to the public agency. Do not complete this form for construction contract awards.**

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code.

ITEM 11 - Enter the appropriate figures on all lines and in all columns.

THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT.

DO NOT list the same employee in more than one job category.

DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillipine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

The consultant is to complete the employee information report form (AA302) and retain copy for the consultant's own files. The respondent is to submit a copy to the public agency awarding the contract and forward a copy to:

**NJ Department of the Treasury
Division of Contract Compliance & Equal Employment Opportunity
P.O. Box 209
Trenton, New Jersey 08625-0209 Telephone No. (609) 292-5475**

Form: http://nj.gov/treasury/contract_compliance/pdf/aa302.pdf

Instructions: http://nj.gov/treasury/contract_compliance/pdf/aa302ins.pdf

Note that the sample form shown on the following page is for illustrative purposes only and should not be submitted. Use the state website links above to obtain the actual form.

If you have any questions on EEO/AA forms and/or requirements, please contact:

Jean F. Abuan, Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration, Office of Equal Opportunity/Affirmative Action
280 Grove Street Room-103
Jersey City NJ 07302

Tel. #201-547- 4533

Fax# 201-547-5088

E-mail Address: abuanJ@jcnj.org

STATE OF NEW JERSEY
Division of Contract Compliance & Equal Employment Opportunity

EMPLOYEE INFORMATION REPORT

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

| | | |
|--|--|--|
| 1. FID. NO. OR SOCIAL SECURITY | 2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER | 3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY |
| 4. COMPANY NAME | | |
| 5. STREET | CITY | COUNTY STATE ZIP CODE |
| 6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) | | CITY STATE ZIP CODE |
| 7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER | | |
| 8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ | | |
| 9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT | | |
| 10. PUBLIC AGENCY AWARDED CONTRACT | | |
| | CITY | COUNTY STATE ZIP CODE |

| | | | |
|-------------------|---------------|-------------|-------------------------------|
| Official Use Only | DATE RECEIVED | INAUG. DATE | ASSIGNED CERTIFICATION NUMBER |
| | | | |

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

| JOB CATEGORIES | ALL EMPLOYEES | | | PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN | | | | | | | | | | |
|--|---------------------------------|----------------|------------------|--|----------|--------------|-------|----------|--------------------|----------|--------------|-------|----------|--|
| | COL. 1 TOTAL (Cols 2 & 3) | COL. 2 MALE | COL. 3 FEMALE | ***** MALE ***** | | | | | ***** FEMALE ***** | | | | | |
| | | | | BLACK | HISPANIC | AMER. INDIAN | ASIAN | NON MIN. | BLACK | HISPANIC | AMER. INDIAN | ASIAN | NON MIN. | |
| Officials/Managers | | | | | | | | | | | | | | |
| Professionals | | | | | | | | | | | | | | |
| Technicians | | | | | | | | | | | | | | |
| Sales Workers | | | | | | | | | | | | | | |
| Office & Clerical | | | | | | | | | | | | | | |
| Craftworkers (Skilled) | | | | | | | | | | | | | | |
| Operatives (Semi-skilled) | | | | | | | | | | | | | | |
| Laborers (Unskilled) | | | | | | | | | | | | | | |
| Service Workers | | | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | | | | |
| Total employment from previous report (if any) | | | | | | | | | | | | | | |
| Temporary & Part-Time Employees | | | | | | | | | | | | | | |

The data below shall NOT be included in the figures for the appropriate categories above.

| | | |
|--|--|---|
| 12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify) | 14. IS THIS THE FIRST Employee Information Report Submitted? | 15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR |
| 13. DATES OF PAYROLL PERIOD USED From: _____ To: _____ | 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/> | |

SECTION C - SIGNATURE AND IDENTIFICATION

| | | | |
|--|-----------|--------|---|
| 16. NAME OF PERSON COMPLETING FORM (Print or Type) | SIGNATURE | TITLE | DATE MO DAY YEAR |
| 17. ADDRESS NO. & STREET | CITY | COUNTY | STATE ZIP CODE PHONE (AREA CODE, NO. EXTENSION) |

BUSINESS REGISTRATION LANGUAGE AND SAMPLE BRC

Refer to <http://www.state.nj.us/treasury/revenue/busregcert.htm>)

P.L. 2004, c. 57 (N.J.S.A. 52:32-44)

MANDATORY BUSINESS REGISTRATION LANGUAGE

Non Construction Contracts

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

“New Jersey Business Registration Requirements”

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.”

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TAXPAYER IDENTIFICATION#:
970-097-382/500

ADDRESS:
847 ROEBLING AVE
TRENTON NJ 08611

EFFECTIVE DATE:
01/01/01

FORM-BRC(08/01)

TRADE NAME:
CLIENT REGISTRATION

SEQUENCE NUMBER:
0107530

ISSUANCE DATE:
07/14/04

ACT. CONTROL

This Certificate is NOT assignable or transferrable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1095907

Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

**SUPREME COURT PROCEDURES GOVERNING
THE PRIVATE COLLECTION OF MUNICIPAL
COURT DEBT UNDER L. 2009, C. 233
[Procedures Promulgated March 31, 2011]**

1.0 Purpose

- 1.1 Herein are procedures for the private collection of municipal court debt in order to implement the provisions of L. 2009, C. 233 (“the statute”), as set forth in appendix B, which authorizes municipalities and counties with a central municipal court to contract with private collection agencies to collect outstanding municipal court debt.
- 1.2 These procedures provide guidance to municipalities, counties, municipal courts and private collection agencies consistent with the provisions of the statute.

2.0 Definitions

- 2.1 “ACS” means the Automated Complaint System, which is a computer system operated by the New Jersey Judiciary to track all the non-traffic complaints filed in New Jersey’s municipal courts.
- 2.2 “Adjudicated case” means a case in which the court has made a final determination of guilt (for example, a finding of guilty, an acceptance of a guilty plea).
- 2.3 “Administrative fee” means the fee authorized by the municipality or county, not to exceed 22% of the amount collected, to be assessed by a private collection agency to pay for the costs of collection as authorized by N.J.S.A. 40:48-5a and N.J.S.A. 40:23-6.53.
- 2.4 “AOC” means the New Jersey Administrative Office of the Courts.
- 2.5 “ATS” means the Automated Traffic System, which is a computer system operated by the New Jersey Judiciary to track all the traffic complaints filed in New Jersey’s municipal courts.

- 2.6 “Blanket surety bond” for the purposes of these procedures means broad insurance covering a number of projects or employees which protects the insured against financial loss.
- 2.7 “Central municipal court” means a municipal court established by county ordinance pursuant to N.J.S.A. 2B:12-1(e), which adjudicates cases filed by agents of the county health department, members of the county police department and force, or county park police system, or such other cases within its jurisdiction referred by the vicinage Assignment Judge pursuant to the Rules of Court.
- 2.8 “Civil judgment form” for the purposes of these procedures means a document for use by the municipal court in filing a civil judgment against the debtor in Superior Court for the debtor’s failure to pay debt.
- 2.9 “COLL” means a four digit code in the New Jersey Judiciary’s ATS and ACS systems indicating that a defendant’s case is in collection status.
- 2.10 “Delinquent time payment” means a situation in which a defendant has failed to comply with a court-ordered time payment plan (see time payment).
- 2.11 “FTP/SFTP” means ‘File Transfer Protocol/Secure File Transfer Protocol’, a standard communications protocol that allows two separate entities or agencies to exchange files electronically in a uniform and trusted manner.
- 2.12 “Municipal court” means an inferior court of limited jurisdiction established pursuant to N.J.S.A. 2B:12-1.
- 2.13 “New Jersey Judiciary” means the judicial branch of State government, which is constitutionally entrusted with the administration of all courts within the State of New Jersey, including, but not limited to, the municipal courts.
- 2.14 "Outstanding monies" means delinquent fees, fines, costs, surcharges, and other penalties or assessments imposed by a municipal court that are owed after a final determination of guilt by the municipal court.
- 2.15 “Page Center” means an electronic reporting software program used by the New Jersey Judiciary that contains municipal court reports and notices.
- 2.16 “Private collection agency” for the purposes of these procedures means any private agency or firm that engages in the collection of any debts, or

which regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due to another.

- 2.17 “Time payment” means a payment schedule approved by the court whereby the defendant agrees to pay the money owed to the court in installments over a court-approved period of time.

3.0 Process Overview

- 3.1 Municipal courts shall attempt to make collections of outstanding monies via “all judicial enforcement remedies permitted by law or court rule.” N.J.S.A. 2B:19-6(a).
- 3.2 After exhausting these remedies, a municipality or county may request authorization from the Administrative Director of the Courts to collect unpaid outstanding monies by entering into a contract with a private collection agency.
- 3.3 The authorization of the Administrative Director of the Courts shall be contingent upon the municipality or county demonstrating to the Administrative Director of the Court’s satisfaction that the municipality or county shall adhere to the procedures set forth in this document.
- 3.4 Upon receipt of authorization from the Administrative Director of the Courts to do so, the municipality or county may contract with a private collection agency in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and its applicable regulations.
- 3.5 Prior to implementation of the contract, the municipality or county shall send to the Administrative Director of the Courts a copy of the contract with the private collection agency, which sets forth, among other provisions, the amount of the administrative fee to paid by the debtor, and any documents proposed to be used as part of the services performed by the private collection agency.
- 3.6 The municipality or county may authorize the assessment of a fee, not to exceed 22% of the amount collected, to be assessed by the private collection agency to pay for the costs of collection.
- 3.7 The private collection agency shall instruct the debtor to make all payments, including the administrative fee, directly to the municipal court.
- 3.8 The municipal court shall forward all private collection agency administrative fees processed during the previous month to the private collection agency.

This process will be carried out through the provisions detailed below.

4.0 Obtaining Administrative Director of the Court's Authorization to Utilize a Private Collection Agency

- 4.1 Municipalities or counties shall submit a request for the Administrative Director of the Courts' authorization to the following address:
Administrative Office of the Courts; Municipal Court Services Division; PO Box 986; Trenton, New Jersey 08625-0037.
- 4.2 Requests shall provide information and documentation demonstrating that the municipal court has exhausted all judicial enforcement remedies permitted by law or court rule and shall contain a specific request for authorization to utilize the services of a private collection agency for the purposes of collecting unpaid monies.
- 4.3 The municipality or county shall demonstrate to the Administrative Director of the Courts' satisfaction that it shall adhere to the Guidelines contained in Appendix A.
- 4.4 The Administrative Director of the Courts shall respond to the municipality's or county's request in one of the following manners:
 - 4.4.1 Provide authorization to enter into a contract with a private collection agency; or
 - 4.4.2 Request further information from the municipality or county in order to make a determination; or
 - 4.4.3 Deny the municipality's or county's request to enter into a contract with a private agency.

5.0 Responsibilities of the Administrative Office of the Courts (AOC)

- 5.1 The AOC shall provide timely review of all requests for authorization to use a private collection agency.
- 5.2 The AOC shall generate regularly scheduled files (daily and weekly) to be placed on a File Transfer Protocol (FTP) computer server for private collection agencies to access and download to their computer systems. The files shall contain information on the cases being forward to the private collection agency for collection.
- 5.3 The AOC shall generate regularly scheduled reports (daily and weekly) to be available on Page Center, which the municipal court can send to the

private collection agency. The report shall contain information on the cases being forward to the private collection agency for collection.

- 5.4 The AOC may conduct an evaluation of any or all of the cases provided to the private collection agency pursuant to the contract between the private collection agency and the municipality or county.

6.0 Responsibilities of the Municipality/Municipal Court

- 6.1 Prerequisites for municipality entering into contract with private collection agency:

The following requirements must be met in order for the governing body of a municipality to enter into contract with a private collection agency to collect delinquent fees, fines, costs, surcharges and other penalties or assessments imposed by a municipal court:

- a) There has been a final determination of guilt by the municipal court;
- b) The municipal court has exhausted all judicial enforcement remedies permitted by law or court rule; and
- c) The municipality has obtained the authorization of the Administrative Director of the Courts to collect the outstanding monies through a private collection agency.

- 6.2 Exhaustion of all judicial enforcement remedies

A municipal court is deemed to have exhausted all of its enforcement remedies when a defendant is delinquent on a time payment and the defendant's case has been in one of the following statuses for a minimum of one year:

- a) The defendant's driver's license has been suspended; or
- b) The defendant's vehicle registration has been suspended; or
- c) A warrant has been issued for defendant's arrest.

- 6.3 Upon receipt of authorization from the Administrative Director of the Courts to contract with a private collection agency, the municipality may contract with a private collection agency in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and its applicable regulations.

- 6.4 Prior to implementing the provisions of the contract, the municipal court judge and representatives from the municipality and the private collection agency shall meet to discuss the implementation of procedures, clarification of billing and other processes relating to the contract. This meeting shall take place within 30 days of signing the contract, unless otherwise agreed upon by the parties.
- 6.5 All written notices, letters and telephone scripts to be used by the private collection agency shall be approved by the municipal court judge prior to their use.
- 6.6 When the municipality satisfies the prerequisites set forth in Section 6.1, above, the municipal court shall send a final notice to the defendant indicating that the case will be transferred to a collection agency if the matter is not satisfactorily addressed within 30 days.
- 6.7 If the matter has not been addressed to the court's satisfaction within the 30 day period, the municipal court may forward the case to the private collection agency.
- 6.8 Once a case has been transferred to the private collection agency for collection, it will be considered in "collection account status" (as indicated by "COLL" in the New Jersey Judiciary's state computer system).
- 6.9 The municipality may authorize the assessment of an administrative fee, not to exceed 22% of the amount collected, by the private collection agency to pay for the costs of collection.
- 6.10 The municipal court shall forward all administrative fees processed during the previous month to the private collection agency on a monthly basis.

7.0 Responsibilities of Counties with a Central Municipal Court

- 7.1 Prerequisites for a county with a central municipal court entering into contract with a private collection agency:

The following requirements must be met in order for the governing body of a county to enter into contract with a private collection agency to collect delinquent fees, fines, costs, surcharges and other penalties or assessments imposed by a central municipal court:

- a) There has been a final determination of guilt by the central municipal court; and

- b) The central municipal court has exhausted all judicial enforcement rules permitted by law or court rule.

7.2 Exhaustion of all judicial enforcement remedies

A central municipal court is deemed to have exhausted all of its enforcement remedies when a defendant is delinquent on a time payment and the defendant's case has been in one of the following statuses for a minimum of one year:

- a) The defendant's driver's license has been suspended; or
- b) The defendant's vehicle registration has been suspended; or
- c) A warrant has been issued for defendant's arrest.

7.3 If the county has satisfied the prerequisites set forth in Section 7.1, above, the county may contract with a private collection agency in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and its applicable regulations.

7.4 Prior to implementing the provisions of the contract, the central municipal court judge and representatives from the county and the private collection agency shall meet to discuss the implementation of procedures, clarification of billing and other processes relating to the contract. This meeting shall take place within 30 days of signing the contract, unless otherwise agreed upon by the parties.

7.5 All written notices, letters and telephone scripts to be used by the private collection agency shall be approved by the central municipal court judge prior to their use.

7.6 When the county satisfies the prerequisites set forth in Section 7.1, above, the central municipal court shall send a final notice to the defendant indicating that the case will be transferred to a collection agency if the matter is not satisfactorily addressed within 30 days.

7.7 If the matter has not been addressed to the court's satisfaction within the 30 day period, the central municipal court may forward the case to the private collection agency.

7.8 Once a case has been transferred to the private collection agency for collection, it will be considered in "collection account status" (as indicated by "COLL" in the New Jersey Judiciary's state computer system).

- 7.9 The county may authorize the assessment of an administrative fee, not to exceed 22% of the amount collected, by the private collection agency to pay for the costs of collection.
- 7.10 The central municipal court shall forward all administrative fees processed during the previous month to the private collection agency on a monthly basis.

APPENDIX A

1.0 Guidelines for Contracting with a Private Collection Agency

In contracting with a private collection agency, the municipality or county shall ensure that the private collection agency adheres to the following guidelines.

1.1 General

- 1.1.1 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.
- 1.1.2 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.
- 1.1.3 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.
- 1.1.4 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.
- 1.1.5 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.
- 1.1.6 The private collection agency shall institute collection activities in accordance with these regulations on all debts received from the municipal court.
- 1.1.7 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.

- 1.1.8 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.
- 1.1.9 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.
- 1.1.10 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.
- 1.1.11 The private collection agency shall complete and submit to the municipal court a civil judgment form for every case returned uncollected.
- 1.1.12 The private collection agency may not undertake any litigation in regard to its collection activities under its contract with the municipality or county.
- 1.1.13 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.
- 1.1.14 The private collection agency shall instruct the debtor to make all payments, including the administrative fee, directly to the municipal court.
- 1.1.15 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.
- 1.1.16 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.

- 1.1.17 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.
- 1.1.18 The private collection agency shall discontinue all collection activities immediately upon notification that the debtor's account is paid in full.
- 1.1.19 Termination or suspension of the contract shall be done in accordance with the provisions contained in the contract established with the private collection agency.
- 1.1.20 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.

1.2 Subcontractors

- 1.2.1 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.
- 1.2.2 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.
- 1.2.3 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.
- 1.2.4 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.

1.3 Reporting

- 1.3.1 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:

a) 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.

b) A list in last name sequence of all payment information transmitted by the municipal court to the private collection agency 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.

1.3.2 The private collection agency shall provide all reports as required by the contract in accordance with the agreed upon schedule for providing each.

1.3.3 The private collection agency shall provide revenue estimates for annual budget purposes, as requested by the municipal court.

1.3.4 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.

1.3.5 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.

1.3.6 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.

1.4 Insurance

- 1.4.1 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.
- 1.4.2 The private collection agency shall have its personnel bonded for not less than the estimated total of the yearly amount collected or provide a blanket surety bond in an amount not less than that same amount protecting the municipality or county from loss.
- 1.4.3 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.
- 1.4.4 The agency shall take out and maintain, during the life of this contract, such public liability and property damage insurance and shall protect it, the municipality or county and the Judiciary, their officers, agents, and employees, from claims for damage and personal injury, including death, as well as claims for property

damage which may arise from the agency's operations under this contract. The amount of such insurance shall be as follows:

- a) Public liability insurance in an amount specified by the municipality for injuries, including death, for any one person and subject to the same limit for each person in an amount not less than an amount specified by the municipality or county as a result of one occurrence.
- b) Property damage insurance in an amount specified by the municipality or county.

1.5 Access to Judiciary Data

- 1.5.1 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.

APPENDIX B

CHAPTER 233

AN ACT concerning private contracts for the collection of certain debts owed to the government and amending P.L.1995, c.9, P.L.2000, c.126, P.L.1983, c.208, and N.J.S.40A:4-39.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

1. Section 6 of P.L.1995, c.9 (C.2B:19-6) is amended to read as follows:

C.2B:19-6 Transfer of matters involving the collection of monies.

6. a. All matters involving the collection of monies in the Superior Court and Tax Court which have not been resolved in accordance with an order of the court may be transferred, pursuant to court rule, to the comprehensive enforcement program for such action as may be appropriate. As an alternative to, or in addition to, the use of the comprehensive enforcement program, the Administrative Director of the Courts may contract with a private agency or firm to collect any outstanding monies payable to the Superior Court, the Tax Court, or the municipal courts. Outstanding monies payable to a municipal court means monies owed after a final determination of guilt by a municipal court and only when the municipal court has exhausted all judicial enforcement remedies permitted by law or court rule. The use of private collection agencies to collect outstanding monies payable to the Superior Court, the Tax Court and municipal courts shall be governed by rules and procedures adopted by the Supreme Court. The Administrative Director of the Courts may authorize the assessment of an administrative fee by a private agency or firm not to exceed 22% of the amount collected to be paid by the defendant to the private collection agency to pay for the costs of collection.

b. (1) A municipal court may request that all matters which have not been resolved in accordance with an order of that court be transferred to the comprehensive enforcement program in accordance with the provisions of section 9 of P.L.1995, c.9 (C.2B:19-9) for such action as may be appropriate. All monies collected through the comprehensive enforcement program which result from the enforcing of orders transferred from any municipal court shall be subject to the 25% deduction authorized pursuant to section 4 of P.L.1995, c.9 (C.2B:19-4) except for monies collected in connection with the enforcement of orders related to parking violations.

(2) (Deleted by amendment, P.L.2009, c.233)

c. The Chief Administrator of the New Jersey Motor Vehicle Commission may refer matters of surcharges imposed administratively under the New Jersey Merit Rating Plan in accordance with the provisions of section 6 of P.L.1983, c.65 (C.17:29A-35) which have not been satisfied to the comprehensive enforcement program in accordance with the procedures established pursuant to section 4 of P.L.1997, c.280 (C.2B:19-10) to be reduced to judgment and for such additional action as may be appropriate. All monies collected through the comprehensive enforcement program which result from the collection of these surcharge monies shall be subject to the 25% deduction authorized pursuant to section 4 of P.L.1995, c.9 (C.2B:19-4).

d. (1) At the request of the Public Defender, the Clerk of the Superior Court shall refer every unsatisfied lien, filed by the Public Defender, to the comprehensive enforcement program for collection. All monies collected through the comprehensive enforcement program which result from the collection of these liens shall be subject to the deduction authorized pursuant to section 4 of P.L.1995, c.9 (C.2B:19-4).

(2) Upon satisfaction of a public defender lien through the comprehensive enforcement program, the comprehensive enforcement program shall notify the Clerk of the Superior Court within 10 days of satisfaction and the satisfaction of the lien shall be entered in the Superior Court Judgment Index.

2. Section 37 of P.L.2000, c.126 (C.40:23-6.53) is amended to read as follows:

C.40:23-6.53 Contracts for collection of delinquent fees, fines.

37. The governing body of any county may enter into a contract with a private agency or firm for the purpose of collecting delinquent fees, fines, costs, surcharges, and other penalties or assessments imposed, after a final determination of guilt, by a central municipal court established pursuant to subsection e. of N.J.S.2B:12-1. The use of private agencies or firms to collect delinquent fees, fines, costs, surcharges and other penalties or assessments imposed by a central municipal court shall be in accordance with rules or procedures adopted by the Supreme Court. Any such contract shall be made pursuant to the provisions of the "Local Public Contracts Law," P.L.1971, c.198 (C.40A:11-1 et seq.). The governing body of any county may authorize the assessment of a fee by a private agency or firm not to exceed 22% of the amount collected to be paid by the debtor to the private agency or firm to pay for the costs of collection.

3. Section 1 of P.L.1983, c.208 (C.40:48-5a) is amended to read as follows:

C.40:48-5a Contract for collection services between municipality, private entity.

1. The governing body of any municipality may enter into contract with a private agency or firm for the purpose of collecting delinquent fees, fines, costs, surcharges and other penalties or assessments imposed, after a final determination of guilt, by a municipal court. The governing body of any municipality may proceed only when the court has exhausted all judicial enforcement remedies permitted by law or court rule and the Administrative Director of the Courts has authorized collection through a private agency or firm. The use of private agencies or firms to collect delinquent fees, fines, costs, surcharges, and other penalties or assessments imposed by a municipal court shall be in accordance with rules or procedures adopted by the Supreme Court. Any such contract shall be made and awarded pursuant to the provisions of the "Local Public Contracts Law," P.L.1971, c.198 (C.40A:11-1 et seq.). The governing body of any municipality may authorize the assessment of a fee by a private agency or firm not to exceed 22% of the amount collected to be paid by the debtor to the private agency or firm to pay for the costs of collection.

4. N.J.S.40A:4-39 is amended to read as follows:

Anticipation of dedicated revenues.

40A:4-39. a. In the budget of any local unit, dedicated revenues anticipated during the fiscal year from any dog tax, dog license, revenues collected pursuant to N.J.S.18A:39-1.2, solid fuel license, sinking fund for term bonds, bequest, escheat, federal grant, motor vehicle fine dedicated to road repairs, relocation costs deposited into a revolving relocation assistance fund established pursuant to section 2 of P.L.1987, c.98 (C.20:4-4.1a), fee revenues collected in connection with recreation programs operated pursuant to section 2 of P.L.1999, c.292 (C.40:48-2.56), receipts from franchise assessments levied pursuant to section 4 of P.L.1995, c.173 (C.40A:12A-53) to be retained by the municipality, refund payments from a joint insurance fund deposited into a joint insurance revolving fund established pursuant to section 12 of P.L.1996, c.113 (C.40A:10-36.2), fee revenues collected in connection with the "Attorney Identification Card Program" pursuant to section 1 of P.L.2009, c.11 (C.40A:4-22.2), fee revenues imposed on delinquent amounts owed to the county or municipality and collected pursuant to section 37 of P.L.2000, c.126 (C.40:23-6.53) (as amended by section 2 of P.L.2009, c.233) or section 1 of P.L.1983, c.208 (C.40:48-5a) (as amended by section 3 of P.L.2009, c.233), and, subject to the prior written consent of the director, other items of like character when the revenue is not subject to reasonably accurate estimate in advance, may be included in said budget by annexing to said budget a statement in substantially the following form:

"The dedicated revenues anticipated during the year from (here insert one or more of the sources above, as the case may be) are hereby anticipated as revenue and are hereby appropriated for the purposes to which said revenue is dedicated by statute or other legal requirement."

b. Dedicated revenues included in accordance with this section shall be available for expenditure by the local unit as and when received in cash during the fiscal year. The inclusion of such dedicated revenues shall be subject to the approval of the director, who may require such explanatory statements or data in connection therewith as the director deems advisable for the information and protection of the public.

5. This act shall take effect immediately.

Approved January 16, 2010.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-483
Agenda No. 10.Z:9
Approved: JUL 20 2011



TITLE:

RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR THE PRIVATE COLLECTION OF DEBT FOR THE JERSEY CITY MUNICIPAL COURTS

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION :

WHEREAS, the City of Jersey City (City) desires to award a contract for the private collection of debt for the Jersey City Municipal Courts (Courts); and

WHEREAS, Section 6 of P.L. 2009, c.9 (C.2B:19-6) was recently amended to authorize the use of private collection agencies to collect outstanding debt payable to Municipal Courts; and

WHEREAS, N.J.A.C. 5:34-9.4 provides that this contract may be awarded as a concession and requires the governing body pass a resolution authorizing the procurement of a concession, and that the resolution shall include the following; and

WHEREAS, the public need to award a concession is to increase the collection rate of debt owed the Courts, and the concession to be awarded is a contract to a vendor who will provide collection services to the City for debt owed the Courts; and

WHEREAS, the considerations, including the benefits and any risks the governing body took into account in reaching the decision to award a concession were to provide increased collection of Court debt which will result in reducing the burden of the City's taxpayers; and

WHEREAS, the estimate of the total value of the concession is difficult to predict because the City has no history with which to base the value; and

WHEREAS, the estimate of any revenue to be received by the contracting unit is also indeterminate because the City has no history with which to base the amount of revenue; and

WHEREAS, the basis of the award of the concession will be based on upon several factors, including but not limited to the percentage of debt the vendor retains a their fee, the speed of receipt of payments by the City, the quality and quantity of the dunning process according to the metrics contained the City's competitive contracting Request for Proposal; and

WHEREAS, the cost to be incurred by the contracting unit as part of the concession is indeterminate, because the City has no history with which to base the costs incurred; and

WHEREAS, there are no services, facilities, or endorsements to be provided by the contracting unit, and the method to be used to procure the concession is by competitive contracting; and

City Clerk File No. Res. 11-483

Agenda No. 10.2.9 JUL 20 2011

TITLE:

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the use of competitive contracting pursuant to N.J.S.A. 40A:11-4.1 et seq. is authorized for awarding a contract for the private collection of debt at the Jersey City Municipal Courts.

APPROVED: _____
APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE | | | | | | | | | | | |
|---|-----|-----|------|---------------|--------|-----|------|---------------|-----|-----|------|
| 7/20/11 | | | | | | | | | | | |
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO | ✓ | | | GAUGHAN | ABSENT | | | AHMAD | ✓ | | |
| DONNELLY | ✓ | | | FULOP | ✓ | | | VELAZQUEZ | ✓ | | |
| LOPEZ | ✓ | | | RICHARDSON | ABSENT | | | BRENNAN, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-482

Agenda No. 10.Z.8

Approved: JUL 20 2011

TITLE:



RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR CREDIT CARD PROCESSING SERVICES FOR THE JERSEY CITY MUNICIPAL COURTS

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION :

WHEREAS, the City of Jersey City (City) desires to award a contract to provide credit card processing services for the Jersey City Municipal Courts (Courts); and

WHEREAS, pursuant to N.J.S.A. 40A:5-43 et seq. and N.J.S.A. 2B:1-5, Municipal Courts that have been authorized by resolution may establish systems to accept electronic payments to collect court imposed obligations; and

WHEREAS, N.J.A.C. 5:34-9.4 provides that this contract may be awarded as a concession and requires the governing body pass a resolution authorizing the procurement of a concession, and that the resolution shall include the following; and

WHEREAS, the public need to award a concession is satisfy constituents' desire to use credit cards at the Courts, and the concession to be awarded is a contract to a vendor who will provide payments to the City when constituents use credits cards at the Courts: and

WHEREAS, the considerations, including the benefits and any risks the governing body took into account in reaching the decision to award a concession were to provide constituents with easy payment options at the Courts, while considerably increasing the efficiency of the Courts; and

WHEREAS, the estimate of the total value of the concession is difficult to predict because the City has no history with which to base the value; and

WHEREAS, the estimate of any revenue to be received by the contracting unit is also indeterminate because the City has no history with which to base the amount of revenue; and

WHEREAS, the basis of the ward of the concession will be based on upon several factors, including but not limited to the amount of the service charge, the speed of receipt of payment by the City, the quality of customer service according to the metrics contained the City's competitive contracting Request for Proposal; and

WHEREAS, the cost to be incurred by the contracting unit as part of the concession is zero, because a small convenience fee would be paid by constituents who take advantage of the process; and

WHEREAS, there are no services, facilities, or endorsements to be provided by the contracting unit, and the method to be used to procure the concession is by competitive contracting: and

TITLE:

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the use of competitive contracting pursuant to N.J.S.A. 40A:11-4.1 et seq. is authorized for awarding a contract for credit card processing services at the Jersey City Municipal Courts.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE | | | | | | | | | | | |
|---|-----|-----|------|---------------|--------|-----|------|---------------|-----|-----|------|
| 7/20/11 | | | | | | | | | | | |
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO | ✓ | | | GAUGHAN | ABSENT | | | AHMAD | ✓ | | |
| DONNELLY | ✓ | | | FULOP | ✓ | | | VELAZQUEZ | ✓ | | |
| LOPEZ | ✓ | | | RICHARDSON | ABSENT | | | BRENNAN, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Peter M. Brennan
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk