

TOWNSHIP OF LAKEWOOD
COUNTY OF OCEAN, NEW JERSEY
NOTICE TO BIDDERS

NOTICE is hereby given that sealed proposals/qualifications for the purchase of:

CONTRACT FOR THE PROVISIONS AND PERFORMANCE OF
"MUNICIPAL COURT DEBT COLLECTION"

Proposal documents for this RFP may be obtained from the Township of Lakewood, 231 Third Street, Lakewood, New Jersey, or on our web page at www.lakewoodnj.gov under "Quick Links - Bid Opportunities/RFPs", or by calling 732-364-2500 ext. 5200 during normal business hours.

Qualifications/Proposals will be received no later than March 20, 2013 at or before 12:00 PM at the Lakewood Municipal Building, 231 Third Street, Lakewood, NJ 08701.

Qualifications/Proposals must be addressed to Michael Muscillo, Township Manager, at the above address.

Qualifications/Proposals must be labeled "Sealed Proposal - Collection of Municipal Court Debt" and be in a sealed envelope.

The Township reserves the right to reject any or all proposals in whole or in part, and to waive such information as may be permitted by law.

The successful firm will be required to enter into an agreement with the municipality. The Administrative Office of the Court approved amount of monies collectable appears in "APPENDIX A" of the RFP/RFQ.

Bidders are required to comply with the requirement of P.L. 1975 Chapter 127 and P.L. 1977, Chapter 33.

Information on Affirmative Action Program requirements is available at the Office of the Township Clerk.

Proposal Format and Content

One of the objectives of this RFP is to make proposal preparation easy and efficient, giving each Offeror ample opportunity to highlight its strengths, distinguishing features, and ability to meet all requirements on this RFP. When an Offeror submits a proposal, the proposal shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks Offeror identifies as necessary to successfully meet the obligations outlined in this RFP.

1.1 INTRODUCTION

PRIVATE COLLECTION AGENCY SERVICES SHALL BE PERFORMED IN COMPLIANCE WITH THE "SUPREME COURT PROCEDURES GOVERNING THE PRIVATE COLLECTION OF MUNICIPAL COURT DEBT UNDER L. 2009, C. 233" ENCLOSED HEREIN AS APPENDIX B

- a. Proposal submittal shall include a transmittal letter on letterhead which contains the complete name and address of Offeror's firm and the name, mailing address, and telephone number of the person the Township should contact regarding Offeror's proposal.
- b. It should indicate whether it operates as an individual, partnership, or corporation and the State of Incorporation, if applicable. It should also indicate all states in which it is registered to do business as a collection agency.
- c. Proposals must include a completed and signed Proposal Letter.
- d. Failure to include these items in Offeror's proposal may be cause for the proposal to be determined non-responsive and rejected.
- e. Offeror must clearly demonstrate, in its proposal and through references, its customer service methodology.

1.2 COLLECTION METHODOLOGY

1.2.1 Collection Procedures -Provide the plan or method proposed to be used by the Offeror to manage and collect delinquent judgments, including means by which the Township will report delinquent accounts for collection and means by which Offeror proposed to report collection results to the Township.

In addition to requirements listed in Supreme Court Procedures in Appendix B, each and all delinquent notices shall provide the debtor with a toll-free telephone number for obtaining account information, a remittance slip bearing the assigned reference number, and a return remittance envelope directing payment to:

Lakewood Township Municipal Court
231 Third Street
Lakewood, New Jersey 08701

Include sample reports listing assignments, adjustments, collections received, collection fee, trial balance, and periodic progress reports.

- a. Provide a written copy of collection procedures proposed by Offeror to collect the court(s) receivables. Include examples of collection letters, skip trace techniques, day and evening collection staff, etc. Do you have experience sending court debt to the national credit bureaus?
- b. State the Offeror's methodology for handling debtor's questions, problems and disputes. Do debtors have the ability to submit questions/disputes online?
- c. State the Offeror's methodology for handling non-English speaking clients.
- d. Provide examples of all written collection notices to be mailed and describe the ability for the Township to review and customize the language of these notices.
- e. Provide a copy of telephone collector's guide and training material. Do you provide ongoing collector training for your staff? Do collectors have a base salary and/or bonus structure?

1.2.2 Cost of Collection Services -Any fees or costs associated with collection efforts shall be added to the total amount due and retained by the Offeror as its payment.

1.2.3 Method of Transferring Collections -Describe method of transferring collected amounts to the Township. Can funds be remitted electronically? Please detail payment processing capabilities and note if this outsourced to a third party. Please describe the security surrounding your payment processing operation.

1.2.4 Insurance Coverage - The Contractor shall not commence work under this contract until it has obtained the insurance required under this section as well as the Supreme Court procedures attached in Appendix B. All coverage shall be with insurance carriers licensed and admitted to do business in New Jersey and have an A.M. Best Rating no lower than A-.

COMMERCIAL GENERAL LIABILITY INSURANCE -During the life of this contract the Contractor shall procure and maintain Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$500,000 per occurrence and/or aggregate combined single limit for Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following: (A.) Contractual Liability; (B.) Products and Completed Operations; (C.) Independent Contractors Coverage; and (D.) Broad Form General Liability Extensions or equivalent.

MOTOR VEHICLE LIABILITY INSURANCE -During the life of this contract the Contractor shall procure and maintain Motor Vehicle Liability Insurance, including applicable No-Fault coverage, with limits of liability not less than \$500,000 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

WORKERS' COMPENSATION -During the life of this contract the Contractor shall procure and maintain Workers' Compensation insurance, including Employers' Liability Coverage in accordance with the statutes of the State of New Jersey. All owners and officers are to be included in coverage.

PROFESSIONAL LIABILITY /ERRORS & OMISSIONS -During the life of this contract the Contractor shall procure and maintain Professional Liability Insurance with limits of liability not less than \$1,000,000 per claim/\$1,000,000 annual aggregate. This insurance shall provide coverage for wrongful acts the contractor is responsible for rendering or failing to render professional services.

SURETY BOND -During the life of this contract the Contractor shall procure and maintain A Surety Bond with the Obligee as the Township of Lakewood in an amount 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 Township from loss.

ADDITIONAL INSURED -The following shall be Additional Insureds on the general policy: The Judiciary and Township of Lakewood including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers.

PROOF OF INSURANCE COVERAGE -The Contractor shall provide the Township at the time the contract is returned to them for execution, Certificate(s) of Insurance and/or policies acceptable to the Township evidencing the coverages listed above.

CONTINUATION OF COVERAGE -If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal Certificates and/or policies to the Township at least ten (10) days prior to the expiration date.

1.2.5 Authorized Persons -State the name(s) of the person(s) authorized to bind the Offeror.

1.2.6 Additional Information -Offeror is encouraged to submit any and all other features, special services, capabilities, or information of its collection system or method that will enhance the company's value to the Township. Do you have experience with special collection campaigns? How long do you work accounts before closing them?

1.2.7 Offeror Experience and Qualifications

The Offeror shall provide:

- a. The address of its principal place of business.
- b. A list of clients for which the Offeror has done or is doing collection business for comparable services in the past three years. Include the following information:
 1. An indication of success in collection for each client listed.
 2. An indication of the type or description of accounts collected.
 3. Number of debt accounts assigned to Offeror by the client.
 4. Recovery rates.
 5. Age of client account turned over to Offeror for collection.
 - a. An indication of the effort made by Offeror's client in collecting prior to turning the accounts over to the Offeror for collection.
 - b. Names and phone numbers of client contact persons to verify collection information, including success in collection.
 6. Duration of contract with listed clients.
- c. A copy of the most recent audited financial statements and any other information that the Offeror may wish to submit to indicate financial stability.
- d. Provide a brief history of the company and the length of experience in the collection business, especially highlight court collection experience and/or any collection experience for government entities. List the total number of full-time and part-time employees.
- e. Identify specialized experience and technical competence of the Offeror regarding the types of services required. Provide an organizational chart of the company.
- f. Identify any special credentials, memberships, or affiliations that pertain to the record and/or reputation of the Offeror. Please confirm if Offeror is:
 1. PPMS Certified
 2. Red Flag Compliant
 3. A Better Business Bureau company and accompanying rating
 4. SAS 70 Type II Certified
 5. SSAE 16 Certification
 6. PCI Compliant
 7. Member of American Collectors Association

8. CLLA (Commercial Law League of America) Agency Section Certification
9. IACC Certified
10. New Jersey State Collecting License

g. Identify, by name and job title, key staff that will provide services required and provide resumes for these employees (i.e. Management, Supervisors, and Programmers). Does Offeror provide background checks on employees? Do employees have to sign confidentiality agreements? Please describe how you monitor collector calls.

1.2.8 Litigation history -Submit a list outlining all lawsuits filed against the vendor for the past ten (10) years.

1.2.9 Penalty history -Submit a list of all penalties and fines assessed against the vendor for the past ten (10) years including. This includes any and all federal agencies, any and all state agencies; and any and all regulatory agencies.

1.3 COMPUTER NETWORK

1.3.1 Description and capabilities -Give a brief description of Offeror's computer system and its update capabilities. Has the Offeror had any recent upgrades to their system?

1.3.2 Terminal Access -State where terminal access for on-line inquiry will be located and how will access be supplied. Is access real time?

1.3.3 Maintenance and Backup of Records -Describe Offeror's ability to maintain records of collections, and recovery; produce reports; and bill an unlimited number of debtors. Describe computer backup capabilities. What methods are used to ensure the safety and security of all Township records and documents? Please describe Offeror's Disaster Recovery program and how long before you are operational in case of emergency.

1.3.4 System Interface - Provide documentation regarding Contractor's capacity to interface with the Township. Describe the modes of data transmission employed by Offeror in the conduct of business with reference entities.

1.3.5 Other System Options Available -Provide details of other automated systems used to enhance collection activities (such as interactive voice response systems, web-based credit and/or debit card systems, call distributors, national database.) Do you record phone calls? If so, please provide details on what calls are recorded, if the Township will have access to the recordings and how long the recordings are kept.

1.4 SUBCONTRACTORS

The Offeror *shall not* delegate any duties listed in this RFP to any subcontractor.

1.5 EXCEPTIONS TO RFP REQUIREMENTS/SPECIFICATIONS/PROVISIONS

Offeror shall list any exceptions taken to the terms, conditions, specifications, or other requirements listed herein. Offeror shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any. The Township reserves the right to accept or not accept exceptions.

1.6 COST PROPOSAL

Offeror shall provide a Fee Schedule Proposal which shall be listed as a percentage of the Township's eligible amount to be collected. These charges shall also apply to any extension(s) to the contract.

1.7 EVALUATION CRITERIA

Offeror's proposal shall be evaluated and rated on the quality of the collection methodology, firm experience and qualifications, computer network and price. Any exceptions taken to the RFP requirements will effect the overall evaluation.

1.8 TERM

The term of this agreement shall be twelve (12) months. Upon written mutual consent of both the Township and vendor, the Township shall have the right to extend this contract for an additional two (2) -one (1) year terms for the same price, percentage and terms as the original contract. *Final award will be subject to the approval of the Administrative Office of the Court (AOC).*

APPENDIX "A"

Total # of Eligible Cases	Total Remaining Balance of Eligible Cases	Court's Share of the Total Remaining Balance
3,615	\$2,099,509.08	\$939,991.18

APPENDIX B

**SUPREME COURT PROCEDURES GOVERNING THE PRIVATE
COLLECTION OF MUNICIPAL COURT DEBT
UNDER L. 2009, C. 233**

Promulgated March 31, 2011

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L. 2009, c. 233

Preface

The New Jersey Judiciary, Municipal Court Services Division, is releasing procedures and guidelines for implementing L. 2009, c. 233, Private Collection of Municipal Court Debt.

The law permits the governing body of the municipality or county to authorize the assessment of a fee by a private collection agency or firm, not to exceed 22% of the amount collected, to be paid by the defendant to the private collection agency for the purpose of paying for the cost of collection. The new law also authorizes the Administrative Director of the Courts to contract with a private agency or firm to collect any outstanding monies payable to the Superior Court, the Tax Court, or the municipal courts.

The law clarifies that the only municipal court cases that may be sent to a private collection agency are those where the municipal court has made a final determination of guilt, the municipal court has exhausted all judicial enforcement remedies, and the Administrative Director of the Courts has authorized private collection.

Further, the law provides that the use of private collection agencies shall be governed by rules and procedures adopted by the Supreme Court.

**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~~ DUTIES SHALL NOT BE DELEGATED TO A SUBCONTRACTOR

~~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.

GLENN A. GRANT, J.A.D.
Acting Administrative Director of the Courts

www.njcourts.com • Phone: 609-984-0275 • Fax: 609-984-6968

**To: Municipal Court Judges
Municipal Court Directors
Municipal Court Administrators**

From: Glenn A. Grant, J.A.D.

Subj: Procedures Governing the Private Collection of Municipal Court Debt

Date: March 31, 2011

On January 16, 2010, L. 2009, c. 233 was signed into law. Among other provisions, the law authorizes the governing body of a municipality or the governing body of a county having a central municipal court to enter into a contract with a private collection agency or firm for the purpose of collecting outstanding municipal court debt. Pursuant to the legislation, an administrative fee, not to exceed 22% of the amount collected, is to be paid to the private collection agency or firm to pay for the cost of collection. The law further provides that the use of private collection agencies for these purposes shall be governed by rules and procedures adopted by the Supreme Court.

I am pleased to attach a copy of the *Supreme Court Procedures Governing the Private Collection of Municipal Court Debt Under L. 2009, c. 233*. This document, which codifies the procedures for using private collection agencies to collect outstanding municipal court debt, was approved by the Supreme Court at its March 8, 2011 Administrative Conference and is intended to standardize practices. In addition to specifying the procedures to be followed by municipal courts, the document provides guidance for participating municipalities and private collection agencies and firms. The document also outlines procedures to be followed by the Administrative Office of the Courts.

Of particular importance is that municipalities must receive approval from this office prior to entering into a contract with a private collection agency or firm (see Procedure 6.1). Additionally, only cases in which the court has exhausted all of its enforcement remedies are eligible for collection. As defined in Procedure 6.2, a court has exhausted its enforcement remedies when a defendant is delinquent on a time payment order and his/her case has been in one of the following statuses for a minimum of one year: the defendant's driver's license has been suspended, the defendant's vehicle registration has been suspended, or a warrant has been issued for the defendant's arrest.

Please feel free to forward a copy of these procedures to your governing body. For convenience, an electronic copy is available to municipal leaders and the public through the Judiciary's Internet site, which can be accessed at www.njcourtsonline.com. It has also been posted on the Judiciary's Infonet site (on the Municipal Court Services home page), which is available to court staff.

If you have any questions regarding these procedures, please contact Debra Jenkins, Assistant Director for Municipal Court Services at 609-984-8241.

G.A.G.

enclosure

cc: Chief Justice Stuart Rabner
Assignment Judges
Presiding Judges-Municipal Courts
Steven D. Bonville, Chief of Staff
AOC Directors and Assistant Directors
Robert W. Smith, Director
Debra Jenkins, Assistant Director
Trial Court Administrators
Municipal Division Managers
Daniel Smith, Chief
Steven A. Somogyi, Chief
Carol A. Welsch, Assistant Chief
Gurpreet M. Singh, Special Assistant

EXHIBIT A

P.L. 1975, C.127 (NJAC 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or subcontract, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, or 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, sex, affectional or sexual orientation. 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 for provisions of this non-discrimination 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 original, ancestry, marital status, sex, or affectional or sexual orientation.

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

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by NJAC 17-27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127 as amended and supplemented from time-to-time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Officer pursuant to NJAC 17:27-5.2 promulgated by the Treasurer pursuant to P.L 1975, c.127 as amended and supplemented from time to time.

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

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, sex, affectional or sexual orientation and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal laws and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

**TOWNSHIP OF LAKEWOOD
CHECKLIST OF REQUIRED DOCUMENTS**

Name of Project: _____

Submission Date: _____

A: NJSA 40A:11-32-2

When required by the bid plan and specifications, the following requirements shall be considered **mandatory** items to be submitted at the time specified by the contracting unit for the receipt of the bids.

Failure to submit any one of the mandatory items **shall be deemed a fatal defect** that shall render the bid proposal unresponsive and that cannot be cured by the governing body.

The following items, as indicated by initialing, shall be provided with the receipt of sealed submissions:

1. A bid guarantee as required by NJSA 40A:11-21. Contracts or agreements for the erection, alteration or repair of a public building, structure, facility or other improvement to real property, the total price of which exceeds \$100,000, **must** furnish a guarantee as provided for herein. _____
2. A certificate from a surety company, pursuant to NJSA 52:25-24.2 _____
3. A statement of corporate ownership, pursuant to NJSA 52:25-24.2 _____
4. A listing of subcontractors as required by NJSA 40A:11-16 _____
5. If applicable, bidder's acknowledgment of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s). _____

B. Failure to submit the following documents may be a cause for the bid to be rejected: NJSA 40:A11-23.1b

1. Copy of NJ Business Registration Certificate _____
2. Submission of a **NOTARIZED** Non-Collusion Affidavit _____

EACH REQUIRED ITEM MUST BE INITIALED ON THIS FORM IN THE SPACE PROVIDED. THIS CHECKLIST MUST BE SIGNED AND SUBMITTED WITH THE QUALIFICATION PROPOSAL PACKAGE.

COMPANY/APPLICANT NAME

AUTHORIZED SIGNATURE

NAME (PRINT)

TITLE

DATE

**TOWNSHIP OF LAKEWOOD
CORPORATE DISCLOSURE STATEMENT**

N.J.S.A. 52:25-24.2 reads in part that "no corporation or partnership shall be awarded any contract by the State, County, Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the corporation or partnership, there is provided to the public contracting unit a statement setting forth the names and addresses of all individuals who own 10% or more of the stock or interest in the corporation or partnership."

- 1 If the professional service entity is a partnership, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
- 2 If the professional service entity is a corporation, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
- 3 If a corporation owns all or part of the stock of the corporation or partnership providing the submission, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.
- 4 If the professional service entity is other than a corporation or partnership, the contractor shall indicate the form of corporate ownership as listed below.

COMPLETE ONE OF THE FOLLOWING STATEMENTS:

- I. Stockholders or Partners owning 10% or more of the company providing the submission:
Name: _____ Address: _____

Signature: _____ Date: _____

- II. No Stockholder or Partner owns 10% or more of the company providing this submission:

Signature: _____ Date: _____

- III. Submission is being provided by an individual who operates as a sole proprietorship:

Signature: _____ Date: _____

- IV. Submission is being provided by a corporation or partnership that operates as a (check one of the following):

____ Limited Partnership _____ Limited Liability Corporation

____ Limited Liability Partnership _____ Subchapter S Corporation

Signature: _____ Date: _____

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 282
TRENTON, NJ 08646-0282

TAXPAYER NAME:

TRADE NAME:

TAXPAYER IDENTIFICATION#:

SEQUENCE NUMBER:

ADDRESS:

EFFECTIVE DATE:

SAMPLE

FORM-BRC(08-01)

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