

VILLAGE OF DOWNERS GROVE

Report for the Village

SUBJECT:	6/10/2025	SUBMITTED BY:
Chapter 14 Amendments re: Parking Provisions; Agreement re: Collection of Parking Citations; and Intergovernmental Agreement with the Illinois Comptroller's Office for Enrollment into the Local Debt Recovery Program		Enza Petrarca Village Attorney

SYNOPSIS

The following items have been prepared:

- An ordinance amending Chapter 14 of the Downers Grove Municipal Code regarding parking provisions;
- A motion approving an agreement with Municipal Collections of America for collection of unpaid parking citations; and
- A resolution authorizing the execution of an Intergovernmental Agreement with the Illinois Office of the Comptroller Regarding Access to the Comptroller's Debt Recovery Program.

STRATEGIC PLAN ALIGNMENT

The goals for 2023-2025 include *Excellent Municipal Service*.

FISCAL IMPACT

N/A

RECOMMENDATION

UPDATE & RECOMMENDATION

This item was discussed at the June 3, 2025 Village Council meeting. Staff recommends approval on the June 10, 2025 Consent Agenda.

BACKGROUND

In an effort to increase the Village's ability to encourage compliance and better facilitate the collection of unpaid parking tickets, staff recommends the following:

- Amending Chapter 14 of the Village Code to expand its parking enforcement remedies;
- Retaining the services of a debt collection agency to collect unpaid parking citations; and
- Enrolling in the Illinois Office of the Comptroller's local debt recovery program to use the services of the Illinois Office of the Comptroller to recover unpaid debt.

A summary of the foregoing items can be found below.

Updates to Chapter 14 of the Downers Grove Municipal Code

The proposed amendments to Chapter 14 of the Downers Grove Municipal Code would address three key features:

- Authorize the towing of a frequent parking violator’s vehicle;
- Update the fine amounts for parking violations; and
- General clean-up of Chapter 14 provisions primarily related to Village parking lots.

Authorize the Police Department to Initiate the towing a Frequent Parking Violator’s Vehicle

Currently, Section 14.97.5 of the Village Code authorizes the suspension of a person’s driver’s license for unpaid parking fines and penalties. However, with the passage of the License to Work Act in 2020, such a procedure is no longer authorized in Illinois, and therefore, there is no mechanism in the Village Code to address the issue of repeat offenders who disregard parking citations without penalty.

In an effort to address this issue, staff recommends the implementation of a procedure whereby police officers may authorize the towing of a “chronic parking violator’s” vehicle. A person will only be deemed to be a “chronic parking violator” when they have received five (5) or more parking citations in a 365 day period and the parking tickets remain unpaid. Prior to towing a vehicle, the police department must send notice to the person indicating that they have been deemed a chronic parking violator. A towed vehicle will not be released to a chronic parking violator until they have paid all unpaid parking tickets, a \$500 administrative penalty and all towing and storage fees charged by the towing operator. A person whose vehicle has been towed under this procedure may request a hearing to contest the towing.

Update fine mechanism for parking violations

Staff recommends updating certain provisions of Chapter 14 relative to the fines imposed for parking violations as shown in the table below. The payments related to parking violations were last updated in 2010. The increased fees are in line with parking fees assessed by neighboring communities. Staff recommends that parking citations that remain unpaid after the 104 days, may be referred to collection and that the Village’s collection costs be charged to the debtor. The collection fee will only be imposed upon those debts actually collected by the debt collector in order to offset the Village’s costs in recouping the unpaid debt. Payments for violations in the Downtown Districts have an escalated penalty. If the person disputes the violation, they may request the citation be referred to circuit court for prosecution.

The table below illustrates provides both the current fine schedule and the updated fine schedule:

	Paid in 0 to 14 Days	Paid in 15 to 104 Days	Paid in 105 Days or More (includes collection costs)
Violations Outside of Downtown and First Two Violations in the Downtown	Existing = \$25 Proposed = \$30	Existing = \$50 Proposed = \$75	Existing = \$50 Proposed = \$93.75
Third or More Violations within 60 Days in Downtown	Existing = \$100 Proposed = \$100	Existing = \$125 Proposed = \$145	Existing = \$125 Proposed = \$181.25

General clean-up of Chapter 14

Staff recommends further modifications to Chapter 14 to address minor issues, most of which concern updates to Village parking lots.

Intergovernmental Agreement with the Office of the Comptroller -Local Debt Recovery Program

The Illinois Office of the Comptroller (IOC) offers local governments an opportunity to utilize its resources to collect unpaid debt such as parking tickets, water bills, traffic fines, ordinance violations, and fees imposed by the courts by way of its Local Debt Recovery Program (LDRP). LDRP does not charge local government any fees for participation.

Once enrolled in the LDRP, The Village will be responsible for identifying qualifying debt then uploading the files into the Illinois Debt Recovery Offset Portal (IDROP). Unpaid parking tickets are considered qualifying debt. IOC will withhold the unpaid debt from State-issued checks – this is known as an “offset”. IOC will also access a \$15-20 fee from the debtor. The Village is not responsible for imposing the fee. Offsets may come from:

- Income tax refunds, which includes both individual & business refunds.
- State employee paycheck (up to 25% of the net amount is withheld from each check).
- State vendor contracts.
- Lottery winnings (over \$599.00).

When an offset occurs, the debtor has 60 days to file a protest with LDRP. The Village will be notified through IDROP and will be provided with the debtor’s protest and supporting documentation to review. The Village must then review the protest and make a recommendation to either approve or deny the protest within 60 days.

Staff recommends enrolling in the LDRP to use the ICO’s services to collect unpaid parking tickets. Further, the proposed modification to Section 14.97.4 of Chapter 14 of the Downers Grove Municipal Code authorizes the Village to send unpaid parking tickets to collection by way of the LDRP.

Agreement with Municipal Collections of America for Collection of Unpaid Parking Tickets

On December 30, 2024, the Village published an RFP for municipal collection services. This effort was prompted by the accumulation of a significant volume of unpaid parking citations within the Village, as well as the lack of an established mechanism to recover these outstanding fees, due to the passage of the License to Work Act in 2020.

Since 2020, the Village has recorded nearly 4,000 unpaid parking citations, amounting to over \$300,000 in uncollected debt. Through the RFP process, Municipal Collections of America, Inc. (MCOA) was the sole responder. Following a thorough evaluation, MCOA demonstrated its ability to provide the necessary resources and expertise to recover unpaid fees effectively. Additionally, MCOA presented a strong compatibility with Data Ticket, the Village’s third-party parking ticket management vendor, offering seamless integration and enhanced operational efficiency. Moreover, MCOA has familiarity with the LDRP program and IDROP, and will be able to help the Village prepare citations to be sent to the IOC for collection in the event their collection efforts do not result in payment to the Village.

MCOA charges a service fee of 25%. This collection fee is only charged to tickets that are actually collected by the debt collector. The Village may pass on the collection fee to its debtors by charging an additional fee for tickets that are referred to a collection agency, which is contemplated by the proposed amendments to Chapter 14 of the Village Code. MCOA also offers services relative to forwarding delinquent debt to the IDROP program for a 15% commission fee.

ATTACHMENTS

Agreement
Resolution
Intergovernmental Agreement



REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: **MUNICIPAL COLLECTIONS OF AMERICA, INC.**

Project Name: Municipal Collections
 Proposal No.: RFP-101400-0-2024/MT
 Proposal Due: January 10, 2025 9:00AM

Required of Awarded Proposer:

Certificate of Insurance: Yes

Date Issued: December 30, 2024 4:00PM

This document consists of 22 pages.

Return **original** copy of proposal (no staples, bindings or spines) in a **sealed envelope** marked with the Proposal Name/Number as noted above to: **YOU MAY ADD ADDITIONAL COPIES ARE REQUIRED**

Matt Timmerberg
 Management Analyst
 VILLAGE OF DOWNERS GROVE
 850 Curtiss St
 DOWNERS GROVE, IL 60515
 PHONE: 630/493/8875
www.downers.us

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 7:30A.M. to 4:30 P.M. at Village of Downers Grove Village Hall, 850 Curtiss St, Downers Grove, IL 60515.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Village Council reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this Contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSER'S RESPONSE TO RFP (Professional Services)
- V. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original copy of the total proposal. Upon formal award of the proposal this RFP document shall become the Contract, the successful Proposer will receive a copy of the executed Contract.

PLEASE DO NOT BIND ANY PORTION OF THE BID WITH STAPLES, BINDINGS OR SPINES.

I. REQUEST FOR PROPOSALS

1. GENERAL

1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to THE TIME AND DATE SET FORTH ON THE COVER PAGE OF THIS REQUEST FOR PROPOSALS.

1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.

1.3 Proposal forms may be submitted electronically. All bidders must be registered with DemandStar in order to access bid documents and submit an electronic bid. If you are not registered, a free agency subscription to the Village of Downers Grove account is available by going to www.demandstar.com/register.rsp. If you are registered with DemandStar, but subscribed to another agency, you do not need to modify your subscription. The Village maintains an Open Access account whereby all bidding information and e-bidding capabilities are accessible under any subscription plan. Incomplete submittals may be rejected as non-responsive. Infrequent or first-time users of electronic bidding are encouraged to upload their bid responses at least 24 hours prior to bid opening. The Village is not responsible for submittal errors or incomplete bid submissions. For technical issues or concerns, bidders may contact Demandstar Supplier support directly at hello@demandstar.com or at 866-273-1863. All bids must be received prior to the Due Date and Time set forth above and on the cover page of this document. Bid Opening will be conducted in person at where all bids received will be publicly opened and read aloud immediately following the Due Date and Time. Bidders, their authorized agents, and interested parties are invited to join.

1.4 Notwithstanding anything in Section 1.3 to the contrary, Proposers may submit a physical copy of their proposal. Physical proposals must be submitted in a sealed envelope marked "SEALED BID" to 850 Curtiss St., Downers Grove IL, 60515. Bids shall be marked "ATTN: JOSHUA DAUSENER, PURCHASING AGENT" The envelope shall be marked with the name of the project, date, and time set for receipt of Bids.

1.5 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax proposals will not be accepted.

1.6 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services. **DO NOT SUBMIT A PROPOSED CONTRACT. UPON ACCEPTANCE BY THE VILLAGE, THIS RFP DOCUMENT SHALL BECOME A BINDING CONTRACT.**

2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.

2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.

2.4 All costs incurred in the preparation, submission, and/or presentation of any Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.

2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

3.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature of the person authorized for submitting a Proposal, provided that it is received prior to the time and date set for the Proposal opening. Telephone, email or verbal alterations of a Proposal will not be accepted.

3.2 A Proposal that is in the possession of the Village may be withdrawn by the Proposer, up to the time set for the Proposal opening, by a letter bearing the signature of the person authorized for submitting Proposals. Proposals may not be withdrawn after the Proposal opening and shall remain valid for a period of ninety (90) days from the date set for the Proposal opening, unless otherwise specified.

4. RESERVED RIGHTS

4.1 The Village reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all Proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Proposals will not be waived.

II. TERMS AND CONDITIONS

5. VILLAGE ORDINANCES

5.1 The successful Proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

6. USE OF VILLAGE'S NAME

6.1 The Proposer is specifically denied the right of using in any form or medium the name of

the Village for public advertising unless express permission is granted by the Village.

7. INDEMNITY AND HOLD HARMLESS AGREEMENT

7.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

8. NONDISCRIMINATION

8.1 Proposer shall, as a party to a public contract:

(a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

(b) By submission of this Proposal, the Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.

8.2 It is unlawful to discriminate on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 *et seq.*, The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 *et seq.*, and The Americans with Disabilities Act, 42 U.S.C. Sec. 12101 *et seq.*

9. SEXUAL HARASSMENT POLICY

9.1 The Proposer, as a party to a public contract, shall have a written sexual harassment policy that:

9.1.1 Notes the illegality of sexual harassment;

9.1.2 Sets forth the State law definition of sexual harassment;

9.1.3 Describes sexual harassment utilizing examples;

9.1.4 Describes the Proposer's internal complaint process including penalties;

9.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and

9.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

10. EQUAL EMPLOYMENT OPPORTUNITY

10.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Proposer agrees as follows:

10.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

10.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

10.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, or an unfavorable discharge from military services.

10.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

10.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

10.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

10.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Proposer will be liable for compliance with applicable

provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

11. DRUG FREE WORK PLACE

Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

11.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

11.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.

11.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

11.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.

11.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.

11.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

11.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

12. PATRIOT ACT COMPLIANCE

12.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not,

directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

13. INSURANCE REQUIREMENTS

13.1 The Proposer shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Proposer from the types of claims set forth below which may arise out of or result from the Proposer's operations under this Contract and for which the Proposer may legally liable:

13.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;

13.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;

13.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;

13.1.4 Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Proposer, or (2) by another person;

13.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

13.1.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

13.1.7 Claims for damages as a result of professional or any other type of negligent action by the Proposer or failure to properly perform services under the scope of the agreement between the Proposer and the Village.

13.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).

13.3 As evidence of said coverages, Proposer shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.

14. CAMPAIGN DISCLOSURE

14.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village shall be required to submit with its submission, an executed Campaign Disclosure

Certificate, attached hereto.

14.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

14.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

14.4 By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

15. SUBLETTING OF CONTRACT

15.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Proposer from its obligation or change the terms of the Contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

16. TERM OF CONTRACT

16.1 The term of this Contract shall be as set forth in the Detail Specifications set forth in Section III below. This Contract is subject to the Village purchasing policy with regard to any extensions hereof.

17. TERMINATION OF CONTRACT

17.1 In the event of the Proposer's nonperformance, breach of the terms of the Contract, or for any other reason, and/or that sufficient funds to complete the Contract are not appropriated by the Village, the Contract may be canceled, in whole or in part, upon the Village's written notice to the Proposer. The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Proposer will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination.

18. BILLING & PAYMENT PROCEDURES

18.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

18.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 *et seq.* The notice shall identify the defect and any additional information necessary to correct the defect.

18.3 Please send all invoices to the attention of Robert McMahon Deputy Chief of Support Services Village of Downers Grove 850 Curtiss St, Downers Grove, IL 60515.

19. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

19.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

20. STANDARD OF CARE

20.1. Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.

20.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.

20.3 For Professional Service Agreements: Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contactor(s') failure to perform its work in accordance with contract documents.

21. GOVERNING LAW AND VENUE

21.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

22. SUCCESSORS AND ASSIGNS

22.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

23. WAIVER OF CONTRACT BREACH

23.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will

not be construed to be a waiver of any provision except for the particular instance.

24. AMENDMENT

24.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

25. NOT TO EXCEED CONTRACT

25.1 The contract price is a “not-to-exceed” cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the Contract.

26. SEVERABILITY OF INVALID PROVISIONS

26.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

27. NOTICE

27.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
850 Curtiss St.
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

28. COOPERATION WITH FOIA COMPLIANCE

28.1 Proposer acknowledges that the Freedom of Information Act does apply to public records in possession of the Proposer or a subcontractor. Proposer and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. (5 ILCS 140/1 *et seq.*)

29. COPYRIGHT or PATENT INFRINGEMENT

29.1 The Proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

30. DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION

30.1 Pursuant to 35 ILCS 200/18-50.2, Contractor and all subcontractors are required to complete and submit a Vendor DBE certification, regardless of DBE status. Contractor shall complete and require all its subcontractors to complete the DBE certification for this project at www.downers.us/vss. The information necessary for the Contractor and all subcontractors to complete the certification includes the following: DBE Classification (minority-owned, women-owned, persons with disabilities-owned, veteran-owned, or none); if DBE, whether the company

holds a certificate or self-certifies; if self-certifying, whether the company qualifies as a small business under the U.S. Small Business Administration standards; the company's name, address, city, state and zip code; company's contact person's name, title, telephone number and email address. NO PAYMENTS WILL BE MADE TO THE CONTRACTOR BY THE VILLAGE UNLESS AND UNTIL ALL OF THE CERTIFICATIONS FOR THE CONTRACTOR AND SUBCONTRACTORS HAVE BEEN COMPLETED.

III. DETAIL SPECIFICATIONS

The Village of Downers Grove invites debt collection agencies (collectively “Proposers” and individually “Proposer”) with the capability and experience to provide debt collection services for the Village to submit Proposals for those services in accordance with the requirements set forth in this document. The award will be made to the Proposer whose Proposal best complies with all the requirements set forth in this Request for Proposal (RFP) and who, in the opinion of the Village, can offer the highest quality service at the lowest out-of-pocket cost to the Village. It is the intent of the Village to enter into a three (3) year agreement with the selected Proposer. Any such agreement may be extended in accordance with the Village’s purchasing policies and relevant law.

SCOPE OF SERVICES: Currently, the Village has nearly four thousand unpaid parking tickets since 2019. The Village’s objective in requesting this proposal is for the collection of existing, past due fines relative to unpaid parking tickets and the collection of fines for unpaid parking tickets moving forward. Proposers are encouraged to submit information relative to alternative collection services that they may offer, including but not limited to the collection of delinquent municipal utility accounts and judgments rendered in both administrative and judicial proceedings.

Village staff attempts the collection of delinquent fines and accounts prior to the use of an outside collection agency. The Village makes attempts to collect the unpaid fines and accounts by mailing two letters to the delinquent party requesting payment. The second attempt indicates that this is a “final notice” before further action by the collection agency.”

Accounts that are at least 60 days past due shall be turned over to the selected Proposer if the Village is unsuccessful in collecting the same.

Statement of Experience: Proposers shall submit a Statement of Experience that briefly describes their background, public sector experience, and collections capabilities of their firm, including the approximate number of professional staff employed, how long the firm has been in business and the history of ownership over the past ten years. The number of years that the firm has been conducting municipal collections shall also be included in the Statement of Experience. The Statement of Experience should also outline the expertise and success the firm has had in collections activities in communities of similar size that deliver a similar scope of services.

Licensure: Please indicate the State(s) in which you are currently licensed to engage in debt collection services and attach a copy of your current license for each state indicated. At a minimum, the Proposer shall be duly licensed with the State of Illinois to carry out said collections. Proposers shall be familiar with the Illinois Debt Recovery Offset Portal Local Debt Recovery Program and able to assemble information and prepare documentation relative to all outstanding fines and accounts owed to the Village. Any additional fees for this service shall be noted in Proposers’ response to this RFP.

References: Proposals shall provide reference information on the last five (5) collections engagements, including all contact information and the nature of the services provided. Municipal references are preferred.

Sample Work Product: Proposals shall provide data regarding the efficacy of collection activities

for clients. Proposals should also provide information regarding how your collections activities are conducted, including the outline of the process, the methodology to be utilized, and the proposed timeline for the process.

Proposed Cost: Proposals shall describe and outline fees for services.

IV. PROPOSER'S RESPONSE TO RFP (Professional Services)

Statement of Experience:

Municipal Collections of America (MCOA) is a family-owned and operated business that has specialized in the recovery of municipal debts for over 30 years. Roger Wood founded the original company, RMI, in 1993; with his wife, Jolene, and son, Jeff joining him as his management team. From 1993 thru 2010, RMI operated under the name Municipal Collection Services Inc (MCSI) as the exclusive collection services sub-contractor for clients who used adjudication software created by Municipal Systems Inc (MSI). As a sub-contractor from 1993 thru 2010, we designed and implemented citation recovery programs for 67 Illinois municipalities.

In 2010, the decision was made to cease sub-contracting and only directly contract with our clients. At that time, we changed to our current ownership structure, with Jolene Wood (51%) and Jeff Wood (49%) assuming full ownership. Our original founder, Roger Wood, remains a member of our management team. The Wood family has owned 100% of the company since the 1993 inception. With the 2010 transition from RMI to MCOA, all key employees, systems, and management personnel were retained. MCOA now services +450 public clients across over a dozen states.

As for collection experience, Roger Wood served as President of the Illinois Collectors Association, and past Director of the American Collectors Association (ACA). Both Roger Wood and Jeff Wood have been guest presenters about the design of municipal collection programs at various conventions and meetings. All 7 members of our management team have been with MCOA since 2010; with 5 members approaching 25 years in their roles. All work is performed in-house by roughly 40 employees in our Lansing, IL office.

MCOA focuses exclusively on the public sector, as the process is completely different from that of a traditional consumer debt collection effort. Federal bankruptcy laws are different; as a citation cannot be discharged in a Chapter 7 bankruptcy filing. The regulations relating to contacting debtors is completely different, as a municipality will not typically ever have the required *consent* to contact a person with a text message or automated AI effort. All contact efforts must be made by a live person. While this may sound like a handicap, the reality is that the tools available to public entities are far more effective, and less confrontational; than those used for consumer debts. Our process is built using these tools that are only available to you. I will go into more detail in the Sample Work Product section.

MCOA's focus is establishing collection processes for public agencies with populations under 250,000. Our efforts include the pursuit of unpaid citations, local ordinance violations, utilities, EMS; sewer/garbage, library, and school district fees. Along with traditional contact efforts, we can include any escalated efforts the village may desire; including the performance of the Illinois Local Debt Recovery Program; vehicular immobilization programs for habitual offenders; and utility shut-offs. All escalations are inclusive components of our process and are performed at no additional cost. We can design your process to be a passive, or aggressive, as desired by the village.

MCOA's experience allows us to become an assessment tool for the village's programs. Because we have the ability to compare results across similar efforts; we can easily identify if there are potential issues within a village's pre-delinquency process. For example, if our rate of recovery is too high or too low compared to your peers; we will investigate this to determine the root cause; as it could indicate a problem upstream from us.

Of all the items I could share in my statement of experience, the one I am most proud of is our stability of both staffing and clientele. Our ownership has been in the same family for over 30 years. Both of the supervisors who oversee our call center have been with us for 15 and 26 years. Our three Client Assist personnel who work directly with the villages to keep everything flowing smoothly have been with us for over 20 years. We are still operating under contracts that were signed in the 1990's. We build long-lasting relationships; and have a deep understanding of each client's needs.

Licensure:

Debt collection licensure varies from state to state; with distinctions being made between a collection agency simply contacting a resident of the state; and a collection agency servicing a client within that state. MCOA can pursue debts in all but a handful of "closed-states" that do not allow out-of-state collection agencies to contact their residents. Each year, we review all debts to confirm that no "closed-state" has more than 1% of the debts we are pursuing for clients. MCOA is licensed to service clients in:

Alabama	Connecticut	Florida	Georgia	Illinois
Iowa	Maryland	North Carolina	Ohio	Pennsylvania
South Carolina	Tennessee	Texas	Virginia	

Here is a copy of our Illinois license.



References

City of Elgin

Pam Camacho

CAMACHO_P@cityofelgin.org

847-931-5631

City of Bolingbrook

Lauren O'Boyle

loboyle@bolingbrook.com

630-226-8656

Village of Schaumburg

Jennifer Brack

jbrack@schaumburg.com

847-348-7024

Village of Hanover Park

Remy Navarrete

rnavarrete@hpil.org

630-823-5788

Village of Westmont

Natalie Michalek

nmichalek@westmont.il.gov

630-981-6300

City of Davenport, IA

Jim O'Dean

James.Odean@davenportiowa.com

563-326-7739

Sample Work Product:

Most clients submit debt files to MCOA on a monthly basis. MCOA will establish an import format to accept export files from the village's ticket management software. At the same time, we will establish a payment format to electronically submit payment info directly back to your system to avoid the need to keystroke in any data.

When a new debt arrives, it will automatically "tie" to any other debt that same person may owe to become part of any existing collection efforts. MCOA will seek out any corrected addresses, along with the person's phone number. We will send out our first Notice of Collection letter within 24 hours of receipt. Historically, approximately 40% of debts that make it all the way thru to us are found at a different address than the one provided. This is typically because your notices must go to the **registered address** of the vehicle – and too many people will move, then wait for the renewal to update their address. They are not receiving your notices; and our letter to the corrected address may be the first time they are aware that they owe the village.

If the person does not pay or contact us within 30 days of the initial letter; we will begin our calling efforts. All phone calls are recorded and are from a live person. The calls are non-confrontational; as the standard is to make sure the person is aware that they owe the village and has the opportunity to resolve the issue voluntarily. We will continue our calling efforts until we have a quality conversation with the person. If a person has a financial hardship, we will work with them to establish a manageable payment plan. If they request a citation copy; we will provide it to them. If they refuse to pay, or tell us to stop calling; we will stop – as continued calls will only lead to complaints being made to your elected officials.

Just because we stop our contact efforts does not mean the person does not have to pay. We give everyone the chance to resolve; and the village can be confident that you have done everything possible to receive a voluntary payment prior to turning on any of the more aggressive tools; such as the Local Debt Recovery Program.

The Illinois Local Debt Recovery Program (Idrop) is an inclusive component of our process. There is no additional charge to perform the Idrop program on your behalf. When structured properly, all collection efforts, including the Idrop, are performed at no-cost to the village. Per statute, all fees are paid by the responsible party and the village always receives 100% of the original amount owed. MCOA performs similar programs in other states, so when Illinois introduced the program over a decade ago; we were the second entity (after the City of Chicago) to use the program with our client, the City of Aurora. We have the full automation in place to perform the Idrop program for all Illinois clients. MCOA maintains the accuracy of your data by providing the weekly submission files to village staff to submit to the state. The entire process only takes a few minutes of village staff-time each month.

Determining the effectiveness of a collection program can be confusing. Is it better to have a high or low rate of recovery? The rate of recovery on its own is not enough to determine effectiveness; so how do we judge results?

For starters, because of the breadth of our client base, we have the ability to monitor the *relative* rate of recovery between multiple clients. If we see that most clients in a region are realizing similar rates of recovery; but one client is well above or below that rate; we will investigate to determine the reason. If the rate of recovery is too high or low, this may indicate a problem upstream from us that needs to be corrected.

As a starting point, we first track your pre-delinquency rate of payment; then we compare that to the percentage of incorrect addresses we locate. For example, if you find that 70% of people pay you on-time, and we find that 50% of the addresses provided to us are bad; cleaning up those addresses should yield the

same 70% rate of voluntary payments once those people who did not receive your notices are made aware of the debt. This example would translate into a 35% rate of recovery. Over time, you should see an increase in voluntary payers as people have a better understanding of the consequences for failing to pay. You will also see a decrease in the number of Downers Grove residents who end up in collections; as your residents will tend to pay prior to delinquency. With approximately 8 million citations in our system over the years, we have found that over 80% of violators do not reside within the village they owe. The people who are subject to the late fees and Idrop program will be those who come to town, earn a citation, then go home thinking there are no consequences for failure to pay. Our efforts will help modify this behavior over time as the village's reputation for enforcement improves.

As for our expectations of village staff, I would highly recommend that your staff simply instructs any debtor who may contact them to contact us directly. Your staff is there to assist anyone with current issues; but once they have moved to delinquency, they have no longer earned the right to take up valuable village staff time. Especially when late fees are involved; we do not want someone to come to your cashier's window to argue their way out of a late fee. Just let them know it is out of your hands and we will take care of the rest.

While we don't want your staff to be tied up with debtors; we also do not want you waiting for a response from us. Every client is assigned a MCOA Client Assist rep and a back-up person. Treat us as if we are your personal assistant. If you need an update on someone, just send us an email and we will get right back to you. All village staff will have full direct contact info to reach a live MCOA staff member.

As a summary of our methodology, everything we do is designed to develop and reinforce your reputation for enforcement. How significant is your reputation? Assume two people receive a parking citation. One person receives two notices; then silence. The other receives 2 notices, followed by late fees, collection phone calls, and having their taxes intercepted. Which of these two people is less likely to earn another citation in the future? And if unfortunate enough to be cited again; who is more likely to pay?

Specific to your Scope of Services, you have stated that the village currently has 4,000 parking citations dating back to 2019; and that each has received two notices. Here are the steps I would ask you to consider:

1. Although it would not apply to your existing citations; pass a local ordinance to add a 35% collection fee to any future debt at delinquency, per Illinois Statute. Once in place, this will serve as a motivator for prompt payment of future citations, and will completely cover the Village's cost of collection for those who fail to comply. This structure has been used in Illinois since 2009 without issue.
2. Once the late-fee ordinance is passed, you will also need to alter your second (final) notice to include language that warns the person of the potential late fee. We would also begin the Idrop application process to turn on this program with all eligible debts.
3. Your older citations would not be increased by the new late-fee ordinance (there is a way to retroactively add the late fee; but it would be aggressive, and I do not recommend it for Downers Grove). MCOA would start by creating separate "NEW PARKING" and "OLD PARKING" Client ID's; with the late fee being the differentiating factor. All OLD debts would immediately be placed on the Idrop program, as they are eligible for inclusion for up to 7 years in age. All NEW debts would automatically "tie" to old debts, so we can make full collection efforts on the new ticket and include any old items owed by that person when we speak to them. I would recommend making full collection efforts on the most recent "old" citations, up to maybe 1-2 years in age. Initiating full collection efforts on citations older than two years after issuance typically does NOT help the village's reputation. If a person with a single citation from 5 years ago starts receiving phone calls

now; it will appear as if the village is extremely inefficient. and that your citation program is a “money-grab”.

4. While it is important to make sure an effort is made on the older citations, the real benefit of a sound collection process is that you will see a noticeably higher rate of voluntary payments in the future as people begin to understand the consequences for failing to pay.

Although Downers Grove probably will never need to turn on such a program, MCOA has worked with many villages to establish vehicular immobilization programs for habitual offenders. This typically applies to those with three or more unpaid tickets.

Proposed Cost:

If the Village adds a 35% late fee, per 65 ILCS 5/1-2-1:

MCOA’s cost will be passed on to the responsible party. This approach has been used in Illinois for all clients without issue since 2009. We have assisted dozens of clients with the transition to this statute, and I would highly recommend the Village following this path. Under this approach, a \$100 citation becomes \$135 at delinquency. Upon payment, **MCOA retains 25.92%** (\$35 of the \$135); and the village always receives the full original \$100 owed. Debts with the late-fee structure in place would be submitted to the Idrop program at the full \$135. The end result is that the village always receives the full original \$100 owed to you, regardless of where the payment occurs.

If the village does not wish to add the late fee, or has debts that are not eligible for the late-fee structure; they would default to our contingency approach with **MCOA retaining 25%** of the payment, and the village receives 75%.

If some of your old parking citations are set up as an “Idrop-only” client ID, meaning that they would be on the Idrop but **not** receive phone calls from us; they would be set up at a discounted **15% commission structure** on payments received.

MISCELLANEOUS

There are two “Terms and Conditions” items that I would like to bring to your attention:

18. Billing and Payment Procedures

18.1 Calls for a monthly invoice to be sent to the Village. We offer both a “gross” and a “net” structure. Gross payments would mean that every penny recovered from any source is sent to the village; with our commissions calculated and provided in the invoice. “Net” statements look at the amount paid to either the village or MCOA, then calculates how much is owed to each based on the current funds in hand. This “net” approach typically results in MCOA paying the village most of the year, and the village owing MCOA during tax season due to Idrop activity. Nearly all clients with citations elect to use a “net” structure, as the accounting is much easier to follow. The “gross” structure is typically more common with EMS or utility billing. We can comply with the request of gross reporting; but I wanted you to be aware that most select Net for citations.

25. Not to Exceed Contract

While MCOA is agreeable to this structure, it may not translate well to a collections contract; particularly when our fees are not paid by the village. MCOA has only had one “Not to Exceed” Contract in over 30 years. In that case, the client had set the cap based on their prior 8 years with a traditional collection agency. We included the state’s setoff program in our efforts, and the city reached it’s 5-year commission

cap within the first 6 months. Here is the local press release from the approval meeting to extend the cap:

*CEDAR RAPIDS, Iowa, CBS2/FOX28 — The Cedar Rapids City Council approved a \$1.5 million increase at Tuesday's council meeting for services from the **Municipal Collections of America**.*

City leaders increased the payment from \$500,000 to \$2 million with the amendment to the original contract. The contract is based on a percentage of what the company collects. Cedar Rapids started a partnership with the collections company last September. Drivers with unpaid traffic citations issued from cameras in Cedar Rapids started receiving payment notices from the collections company in December. Since MCOA has started sending out these letters, the city's finance director says more than 35,000 citations and around \$3.2 million has been collected.

The City says \$1.6 million of that will go toward increasing public safety.

"I believe the estimate for cameras is \$750,000, so that alone has been a great usage of that money and utilizing it for further safety measures," said Ashley Vanorny, the District 5 City council member.

One of the ways they're looking to make improvements is by adding more surveillance options in the city.

"We are expecting all of that money to be used currently for safety upgrades in Green Square Park and surrounding areas regarding cameras," said Vanorny.

*****THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

PROPOSER:

Signature of Corporation Secretary

Print Name & Title

Date _____

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VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: Municipal Collections of America, Inc.

ADDRESS: 3348 RIDGE RD

CITY: LANSING

STATE: IL

ZIP: 60438

PHONE: 708-895-6865 **FAX:** 708-895-8550

TAX ID #(TIN): 27-3233375

(If you are supplying a social security number, please give your full name.)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ **ZIP:** _____

TYPE OF ENTITY (CIRCLE ONE):

Individual	Limited Liability Company – Member-Managed
Sole Proprietor	Limited Liability Company- Manager-Managed
Partnership	Medical
<input checked="" type="checkbox"/> Corporation	
Charitable/Nonprofit	Government Agency

SIGNATURE: [Handwritten Signature]

DATE: JANUARY 6, 2025

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to RFP-101400-0-2024MT, Proposer JEFF WOOD hereby certifies
(Name of Project) (Name of Proposer)
the following:

1. Proposer is not barred from bidding this Contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS 5/2-105(A)(4);
3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: 
Proposer's Authorized Agent Signature

2	7	-	3	2	3	3	3	7	5
---	---	---	---	---	---	---	---	---	---

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 6 day of JANUARY, 2025


Notary Public



PROPOSER'S CERTIFICATION (page 2 of 3)

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of ILLINOIS, which operates under the Legal name of Municipal Collections of America, Inc., and the full names of its Officers are as follows:

President: JOLENE WOOD

Secretary: JEFF WOOD

Treasurer: N/A

and it does have a corporate seal. (In the event that this Proposal is executed by other than the President, attach hereto a certified copy of that section of Corporate ByLaws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Limited Liability Company (LLC)

The Bidder is a LLC organized and existing under the laws of the State of _____, which operates under the legal name of _____, and the full names of its managers or members are as follows:

Manager or Member: _____

Manager or Member: _____

Manager or Member: _____

Manager or Member: _____

(c) Partnership

Names and Addresses of All Members of Partnership:

The partnership does business under the legal name of: _____

which name is registered with the office of _____ in the State of _____.

PROPOSER'S CERTIFICATION (page 3 of 3)

(d) Sole Proprietor

The Proposer is a Sole Proprietor whose full name is: _____
 and if operating under a trade name, said trade name is: _____
 which name is registered with the office of _____ in the State of _____.

5. Are you willing to comply with the Village's preceding insurance requirements within 10 days of the award of the contract? YES NO (circle one)

Insurer's Name COLLECTORS INSURANCE AGENCY, INC.

Agent ALEX WAGNER

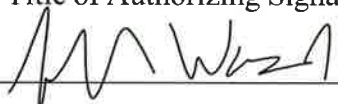
Street Address 3200 COURTHOUSE LANE
 City, State, Zip Code EGAN, MN 55121-1585

Telephone Number 952-928-8000 X 228

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: Municipal Collections of America, Inc.

Print Name and Title of Authorizing Signature: JEFF WOOD, PRESIDENT

Signature: 

Date: JANUARY 6, 2025

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Proposer certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to this certification.

Company Name: Municipal Collections of America, Inc.

Address: 3348 RIDGE RD

City: LANSING Zip Code: 60438

Telephone: (708) 895-6865 Fax Number: (708) 895-8550

E-mail Address: JDWOOD@MUNICOLLECT.COM

Authorized Company Signature: 

(Print)Name: JEFF WOOD Title of Official: PRESIDENT

Date: JANUARY 6, 2025

Campaign Disclosure Certificate

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

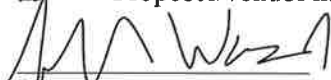
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

☒ Proposer/vendor has not contributed to any elected Village position within the last five (5) years.



Signature

JEFF WOOD
Print Name

☐ Proposer/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name