



Judicial Council of California,
Administrative Office of the
Courts

Statewide Collection Services
for Court-Ordered and other Debt

Date:
September 17, 2013

To:
Potential Contractors

From:
Administrative Office of the Courts

Subject:
Request for Proposals, Statewide Collection
Services for Court-Ordered and Other Debt

Action Requested:
You are invited to review and respond with a
Proposal

Project Title:
RFP number: **ECU-2013-01, [Revision 1](#)**

Proposal Due Date and Time:
1 p.m. on November 1, 2013
(see Section 2.1 of the RFP)

Send Proposals to/AOC Contact:
Judicial Council of California
Administrative Office of the Courts
Attn: Ms. Nadine McFadden
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102
*(Indicate Project Title on lower left corner of
envelope)*
solicitations@jud.ca.gov

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1. Introduction - Summary of the Intended Procurement

1.1 Issuing Body and Coordinated Procurement

This Request for Proposals (“RFP”) is being issued by the Judicial Council of California, Administrative Office of the Courts (“AOC”).

This RFP seeks proposals from highly qualified collection agencies to assist various judicial branch entities, and other governmental entities, with the collection of court-ordered and other debt due and payable from members of the public (“Accounts”).

The AOC intends to award one or more master agreements (“Master Agreements”) to selected proposers (“Contractors”) who will agree to provide specified collections services on the terms and conditions set forth in the Master Agreement to any one or more of any of (1) the superior courts, Supreme Court, and Courts of Appeal of the State of California, (2) the counties of the State of California, and (3) other governmental or regulatory entities identified for inclusion by the AOC (together, the “Participating Entities”). The Master Agreement(s) will be for an initial two-year term with three one-year options to extend the agreement(s). However, the AOC reserves the right to make only one award, multiple awards, to reject any or all proposals, in whole or in part, submitted in response to this RFP, or to make no award.

Any of the Participating Entities may have performed previous collection activity on Accounts to be transferred to the Contractor(s). Participating Entities may or may not have in-house collections units, and previous collection activity may range from the generation of notices (including second and third notices) indicating amount owed, to telephone campaigns, to referral of the Account to a private collection agency or to the Franchise Tax Board. Each Participating Entity has sole discretion in identifying the Accounts which it elects to transfer to Contractor. Participating Entities also have sole discretion in the scope of supplemental collection activity it desires to have Contractor perform, and whether the Participating Entity will retain all or a portion of its previous collection activity with respect to any Account.

1.2 Project Overview

Penal Code Section 1463.010 requires each superior court and its respective county government to cooperate in the development and implementation of a program to ensure the prompt, efficient, and effective collection of court-ordered fees, fines, forfeitures, penalties, restitution, and assessments. Further, the section recognizes that the enforcement of court orders and the collection of debt owed to the superior courts is an important element of California’s judicial system.

This RFP is a product of the requirements of Penal Code Section 1463.010, which charges the Judicial Council with adopting guidelines for a comprehensive program for collections, and provides for the establishment of standard agreements for collection services.

Any Master Agreement(s) entered into as a result of this RFP will allow Participating Entities to utilize a Contractor’s services to supplement its current collection efforts. The Contractor(s) under the Master Agreement(s) will follow the procedures outlined and make collections services available to a Participating Entity on the terms and conditions set forth in the Master Agreement(s). To initiate services from a Contractor, each Participating Entity will enter into a separate agreement (“Participating Agreement”) with the Contractor, which will define the Accounts to be transferred to Contractor, and the schedule of transfer, and will describe the differences, if any, in the service Contractor is to provide from the services and procedures set forth in the Master Agreement. Participating Entities may or may not choose to retain all or a portion of collections functions in-house or pursuant to an arrangement with a vendor other than Contractor. The AOC requires that with respect to material terms Participating Agreements be in substantially similar form to the form attached hereto as Appendix G.

2. Procurement and Evaluation Process

2.1 Procurement Schedule and General Instructions

The AOC has developed the following list of key events from RFP issuance through contract negotiations. All deadlines are subject to change at the AOC’s discretion.

Information regarding this RFP and procurement, including any addenda, modification, or clarification, will post to the following (the “RFP Website”):

<http://www.courts.ca.gov/rfps.htm>

Proposers shall be responsible for knowledge of all items and conditions contained in their proposals and in this RFP, including any AOC issued clarifications or modifications. The AOC will post addenda and clarifications to the RFP website.

NO.	EVENTS	KEY DATES
1.	Issue RFP	September 17, 2013
2.	Notice of intent from Bidder to Participate in Mandatory Pre-Proposal Conference, noted in Section 2.2.....	September 23, 2013
3.	Mandatory Pre-Proposal Conference	September 30, 2013, 1 pm Pacific Time (PT)
4.	Deadline for Bidder Requests for Clarifications, Modifications or Questions.....	October 7, 2013, 5 pm PT

NO.	EVENTS	KEY DATES
5.	Clarifications, Modifications and/or Answers to Questions posted on RFP website.....	October 18, 2013, 5 pm PT
6.	Proposal Due Date and time.....	November 1, 2013, 1 pm PT
7.	Notice of Intent to Award (estimated)	December 4, 2013
8.	Negotiations (estimated)	December 5-13, 2013
9.	Notice of Award (estimated)	December 31, 2013

2.2 Mandatory Pre-Proposal Conference

A mandatory pre-proposal conference to answer questions related to this RFP will be held on the date and time set forth in the schedule above at the following address:

Administrative Office of the Courts
 2255 North Ontario Street, Suite 220
 Burbank, CA 91504

Proposals from potential bidders who did not attend the pre-proposal conference will not be accepted and will be returned unopened.

To facilitate conference arrangements, each pre-proposal conference participant must deliver a notice of intent to participate to the AOC Contact via email (solicitations@jud.ca.gov) by the date specified in the schedule above, indicating the number of individuals who plan on attending the conference.

The AOC will prepare a summary of questions and answers from the pre-proposal conference, as an addendum, which will be posted on the RFP Website.

2.3 Evaluation Process

2.3.1 Evaluation Committee

The AOC will conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP.

The Contracting Officer will evaluate all Proposals received in response to this RFP for compliance with the submittal requirements set out in this RFP, and for Proposers' demonstrated minimum qualifications per Section 2.3.3. All compliant Proposals demonstrating the minimum qualifications will be forwarded to a committee of qualified personnel for review and evaluation. The Proposals, without Appendix A - Pricing Proposals, will be forwarded to the Evaluation Committee for review. After completion of the evaluation of the non-pricing sections

of the Proposal, the Evaluation Committee will review each Appendix A- Pricing Proposal. The Committee will evaluate the Proposals as a whole in accordance with the evaluation criteria set forth in Section 2.4. The Committee will then make a final recommendation for award, if any.

2.3.2 Reservation of Rights

The AOC, in its complete discretion, may eliminate Proposals that have not scored adequately in relation to other Proposals to warrant further consideration. The AOC reserves the right to reject any or all Proposals, in whole or in part, and may or may not waive a deviation or defect in a Proposal. The AOC's waiver of a deviation or defect shall in no way modify the solicitation document or excuse a Proposer from full compliance with other solicitation document specifications. The AOC reserves the right to seek clarification or additional information from any Proposer throughout the solicitation process.

2.3.3 Minimum Qualifications

To be considered for full evaluation and possible award, Proposers must first meet the threshold minimum qualification requirements listed in the following table:

<u>Minimum Qualifications</u>	
1.	Proposer's collections program meets the requirements of Penal Code section 1463.007.
2.	Proposer has collection services revenue greater than \$3 million per year each of the last three years.
3.	Proposer has three or more years experience working with government or public sector entities, preferably for court-ordered debt.
4.	Proposer is capable of providing full time on-site staff for collection efforts at Participating Entities requesting such presence.
5.	Proposer meets all certifications; i.e., is not currently under suspension or debarment by any state or federal government agency and is not tax delinquent with the State of California; Darfur Contracting Act; and Iran Contracting Act (Ref. Appendix B).
6.	Proposer has all required licenses and permits for states where it performs collection services or proposes specific subcontractors who have licenses and permits in areas outside of California.
7.	Proposer carries the insurance coverage required in the form Master Agreement attached hereto as Appendix F .

Subject to the AOC's right in its complete discretion to waive deviations or defects it deems immaterial, only those proposals that meet all of the foregoing minimum qualifications shall be considered for a full evaluation and a possible contract award. Proposers who fail to meet any of the listed minimum qualifications will be notified in writing, and will

have two (2) business days from receipt of such notification to file proof that all such qualifications are met.

2.4 Evaluation Criteria

Proposals will be evaluated based upon the following criteria. Although some factors are weighted more than others, all are considered necessary, and the Proposal must be technically acceptable in each area to be eligible for award.

2.4.1 Technical Understanding and Approach: 30%

Proposers will be evaluated on their ability to understand the intricacies of collections of the Accounts and to implement an effective collections program. Proposers will be evaluated on their proposed staff, including the project manager, lead collectors, and information technology staff proposed to interface with a Participating Entity's case management and/or accounting system(s). Diverse collections strategies and a separate methodology for the collection of aged debt (one year or older) will also be factors in the evaluation process.

2.4.2 Company Experience: 25%

Proposers will be evaluated on their experience performing services comparable to that described in Section [IV4](#)-Statement of Work, as well as their staffing qualifications, company experience and size, and success in providing like services in an efficient manner to groups with similar requirements to the Participating Entities. The AOC may contact a local Chamber of Commerce, the Better Business Bureau, the Federal Trade Commission, the California State Attorney General-Public Inquiry Unit, or other references as part of its reference check.

2.4.3 Financial Viability and Stability: 5%

Proposers will be evaluated on their ability to perform successfully based on financial strength, significant organizational events of the company, and outstanding legal issues.

2.4.4 Cost/Pricing Factors: 30%

Proposers must submit a pricing proposal in the form attached hereto as Appendix A- Pricing Proposal. Proposals must be submitted as a percentage commission fee charged for each category of collection services, plus an hourly rate for optional on-site personnel, or additional services offered. Proposers must explain how collection efforts differ between newly delinquent debt and aged debt (one year or older) to justify the range in commission fees. Proposers may submit an alternative pricing structure, in addition to the percentage commission fee structure, for AOC's consideration.

2.4.5 Contract Risk: 10%

Willingness to accept the form Master Agreement, with minor clarifications, shall be an affirmative factor in the evaluation of the Proposal. By contrast, significant exceptions to the Master Agreement shall be a negative factor in the evaluation.

2.5 Interviews and Negotiations

AOC reserves the right to require, and each Proposer must be prepared to conduct, oral presentations and other discussions (written or verbal) on the content of its Proposal. The AOC requires that the proposed Project Manager be present during the interviews. The AOC reserves the right to interview one or more Proposers, or none. Proposers will be responsible for all costs related to the interview, which, at the AOC's sole discretion, may be in person and/or by teleconference.

If the AOC desires to enter into negotiations, it will do so with one or more Proposers, at its discretion. The AOC reserves the right to award a contract, if any, without negotiations.

2.6 Award of Contract

The Evaluation Committee will make a final recommendation to make only one award, multiple awards, or to make no award of the Master Agreement to the Administrative Office of the Courts' Business Services Unit. A Notice of Intent to Award will be posted to the RFP Website at least ten (10) business days prior to the date that action to award the contract will be taken. Upon award, the successful Proposer(s) will be required to execute a Master Agreement in substantially the same form as that attached as [Appendix F](#) hereto. The successful Proposer must forward the required insurance endorsements to the AOC within ten (10) business days following the award.

3. Proposal Format and Content

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the minimum qualifications and mandatory requirements and desired features of this RFP. Excessive information in response to a question may impair the AOC's ability to properly evaluate the Proposal.

3.1 Information/Contact

All information issued by the AOC with respect to this solicitation, including amendments or clarifications to this RFP, will be posted on the RFP Website. Inquiries and requests must be submitted in writing to the AOC Contact and comply with the Administrative Rules attached hereto as [Appendix E](#).

3.2 Authorized Signatures, Validity Period of Proposals

Proposals must be signed by a duly authorized officer or employee of the Proposer. If the Proposal is made by a joint venture, it shall be signed on behalf of each participating company by officers or other individuals who have the full and proper authorization to do so.

Proposals will be valid for 120 calendar days following the Proposal Due Date, provided that the AOC reserves the right to negotiate an extension of the validity period if a final contract has not been awarded by the 120th calendar day following the Proposal Due Date.

3.3 Proposal Contents

Proposals must be provided in a response format in accordance with this Section 3.3, in tabbed sections as indicated below. Proposals received prior to the Proposal Due Date that are marked properly will be securely kept and remain unopened until the Proposal Due Date. Late proposals will not be considered. Proposals from partnerships or joint ventures will be accepted; however, one firm must be identified as the prime contractor for the purposes of this RFP and any Participating Agreements, and the other firm(s) will be considered subcontractors.

Proposals shall be submitted in the number and format as follows:

- One original of each of the three Contractor Certification Forms ([Appendix B](#));
- Certificates of insurance for all insurances required;
- Statement of acceptance of the terms and conditions of the Master Agreement; if Proposer is unwilling to fully accept the terms and conditions of the Master Agreement, any exceptions to terms must be provided in “redline” with statement of intent as noted in Section 3.5;
- ten (10) hard copies and one (1) electronic format copy, on a CD, DVD or flash drive of the entire Proposal minus Appendix A- Pricing Proposal in MS Word; and
- ten (10) hard copies and (1) electronic format, on a CD, DVD or flash drive of Appendix A- Pricing Proposal in a separately sealed envelope, clearly marked with “Appendix A- Pricing Proposal” and the Proposer’s name.

3.3.1 Executive Summary - Tab 1

The Proposer must provide an Executive Summary of its Proposal. The Executive Summary should be a “high-level,” general overview of how the Proposer proposes to

accomplish the requirements of this RFP. Proposer shall also provide a short description of its company, not to exceed three pages. The description must list all of its California locations and shall include a statement as to whether the Proposer can provide services to all Participating Entities, or if not all, the counties where Proposer is proposing to provide services.

The Proposer must state specifically in its Executive Summary how it complies with each minimum qualification specified in Section 2.3.3 above.

3.3.2 Financial Viability and Stability - Tab 2

The AOC requires the Contractor to be a reputable company of strong financial standing experienced in court-ordered debt collection services. Proposers must provide the following information (if Proposer is a joint venture, the following information is required for each joint venture partner):

- (a) Complete name and address;
- (b) Federal identification and/or social security number;
- (c) If incorporated, state in which incorporated;
- (d) A short narrative description of the Proposer's organization; including organization charts and list of company officers;.
- (e) Principal type of business;
- (f) Total number of years in business;
- (g) List of states in which Proposer is licensed;
- (h) Number of years providing services similar in size and scope to those requested in this RFP;
- (i) Any previous and current engagements Proposer has for:
 - i) Collection of court-ordered and other debt within California;
 - ii) Collection of court-ordered and other debt outside of California;
 - iii) Collection of any debt or accounts due to federal, state, or local government entities; and

(j) A profit and loss statement and balance sheet, in accordance with American Institute of Certified Public Accountants (AICPA) reporting standards, for the Proposer's last three (3) fiscal years (privately held financial information will be considered Confidential);

(k) Significant organizational events in the past five (5) years such as:

- i) Bankruptcies;
- ii) Mergers;
- iii) Acquisitions;
- iv) Initial Public Offerings (IPOs);

(l) Annual contract value of the Proposer's three (3) largest collections contracts in the past three (3) years;

(m) Percent of turnover of client service staff in the division or department that would be responsible for the services described in this RFP during each of the last three (3) years; and

(n) If subcontractors are proposed for this RFP, the Proposer's contract management process for subcontractors, together with copies of any signed formal agreements (e.g., teaming agreement or any other legally binding document) between Proposer and each proposed subcontractor.

(o) Proposers must list any litigation pending and/or engagements for any services that have been terminated prior to normal contract expiration in the past three (3) years, explain the reasons for early termination, and provide the following information for each such terminated engagement.

- i) Client name and address;
- ii) Contact person; and
- iii) Phone number.

3.3.3 Experience and Qualifications - Tab 3

The AOC requires the Proposer to have prior experience in all aspects of the services described in this RFP for clients similar to the Participating Entities, or for clients with accounts of similar size, or requiring services of similar complexity and scope.

(a) Proposers must provide information for a minimum of three (3) and a maximum of five (5) engagements within the past three (3) years under which Proposer collected court-ordered debt or accounts similar in size, complexity, and scope to those required under this RFP. Include the following information for each such engagement:

- i) Client name and address;
- ii) Contact person;
- iii) Phone number;
- iv) Time available for contact in regards to references;
- v) Type of work performed;
- vi) Period work was performed;
- vii) Subcontractor(s) utilized; and
- viii) Brief description of scope of work.

3.3.4 Work Plan and Methodology - Tab 4

Proposer must indicate its work plan and methods for the services described in the Statement of Work, including descriptions of the following:

- (a) proposed project management methodology;
- (b) proposed project organization structure, including identification of key personnel, roles and responsibilities;
- (c) summary of proposed collection activities. (Use examples of collection letters, telephone contact, skiptrace techniques, day and evening collection staff, etc. and explain how efforts differ between newly delinquent and aged debt (one year or older));
- (d) details of its methodology for handling debtors' questions, problems and disputes;
- (e) details of its methodology for handling non-English speaking debtors, the hearing impaired, or blind debtors;
- (f) description of Proposer's plan for transitioning a Participating Entity's current collections services contract (if any);

(g) description of how Proposer currently reports data to or otherwise coordinates with any credit agencies or licensing boards; and

(h) details of how Proposer's work plan meets the requirements of a comprehensive collections program under Penal Code Section 1463.007.

3.3.5 Computer Systems –Tab 5

Proposer must provide the following information:

(a) A brief description of its computer system and its update capabilities.

(b) An indication whether its terminal access will be made available for on-line inquiry, including location(s) of terminal(s) and how access will be supplied.

(c) A brief description of its ability to maintain records of placements, collections recovery, producing reports, and billing of an unlimited number of debtors.

(d) A brief description of its computer backup capabilities and what methods are used to ensure the safety and security of all Participating Entity's records and documents.

(e) A brief description of the modes of data transmission employed by the Proposer in the conduct of business with the reference entities.

(f) A brief description of how it proposes to connect to a Participating Entity's case management or accounting system(s).

(g) A brief description of its security procedures to ensure the security of a Participating Entity's data and computer systems (e.g., encryption methods, firewalls, etc.), including security requirements for access to its systems by Participating Entity's employees.

(h) Details of other automated systems Proposer proposes to use to enhance collection activities (such as interactive voice response systems, Web-based credit and/or debit card systems, and call distributors).

3.3.6 Key Personnel - Tab 6

Proposer must identify the project manager, lead collectors, lead information technology personnel for interfacing with a Participating Entity's case management and/or accounting system(s), and other key personnel proposed for the project, providing names, qualifications, experience, certifications, degrees, references, and proposed roles.

3.4 Project Pricing

The AOC intends to award contracts to one or more Contractors for collection services whose contracts as negotiated represent the best value in accordance with the factors stated in this RFP. A Proposer meeting all RFP requirements with the lowest fee may not be selected if award to a higher priced proposal provides best value in the judgment of the AOC.

3.5 Acceptance of Terms

If a Proposer takes exception to any term of the form Master Agreement attached as [Appendix F](#) hereto, the Proposal must include a statement to that effect, including a “redlined” version of the term or condition showing exact proposed modifications to contract language proposed by the Proposer including a statement as to the intent of the modification. Proposers will be deemed to have accepted the form Master Agreement unless the Proposal expressly states otherwise.

4. Statement of Work

4.1 Required Account Services

Any Proposer selected by the AOC (“Contractor”) will be required to provide collection services for Accounts due and payable from members of the public to a Participating Entity, including but not limited to the following:

- (a) Fees, fines, forfeitures, penalties, and assessments arising from infractions, misdemeanor, felony, and traffic proceedings or actions;
- (b) criminal justice related fees, reimbursements, and other legally enforceable debts;
- (c) civil, family law, and juvenile law fees, including filing fees;
- (d) probation, guardianship, conservatorships, and public defender fees;
- (e) sanctions imposed by any Participating Entity;
- (f) direct restitution to victim ordered pursuant to California Penal Code section 1202.4 (a) 1;
- (g) victim restitution fund fines ordered pursuant to California Penal Code section 1202.4 (b) 1;

(h) reimbursements owed or as ordered by a court pursuant to California Family Code section 3150 et seq.;

(i) reimbursement owed to the California Supreme Court for overcharges for representation of indigent defendants in death penalty cases;

(j) fees, penalties, fines, or reimbursements owed to the California State Bar pursuant to California Rule of Court, rule 9.10(g), and California Business and Professions Code sections 6086.10(a) and 6140.5(a); and

(k) any other legally enforceable debt owed to a Participating Entity or that a Participating Entity has a right to collect.

4.1.1 Contractor will, in the collection of Accounts:

(a) employ skip tracing and other standard collection techniques to locate debtors, including the capability to: (1) communicate in Spanish (or other languages, as needed), both orally and in written form; and (2) pursue debtors residing within the boundaries of the United States, including military bases and tribal lands;

(b) report outstanding receivables on behalf of the Participating Entity to a nationally available credit history reporting database (credit bureau) approved by the Participating Entity; there shall be no additional fee for this service;

(c) transfer funds electronically, and be able to receive Accounts on a daily basis, Monday through Friday, except days which are not business days for the relevant Participating Entity;

(d) if requested by a Participating Entity, provide staff, including bilingual individuals, and necessary equipment, at public counter areas to assist the public (e.g. accept payments, answer questions, set-up payment arrangements, etc.) during all hours the Participating Entity is open to the public;

(e) provide various and multiple reports in an electronic or hardcopy format on a daily, weekly, and/or monthly basis, as requested by the Participating Entity;

(f) comply to the extent possible with the reporting requirements set forth in Penal Code section 1463.010, as required by the Judicial Council/AOC, and any future reporting requirements resulting from legislation or regulation;

(g) adjust the receivable record within two (2) business days of any information transferred by the Participating Entity;

(h) remit the entire gross amount of all receivables collected to the Participating Entity preferably in electronic format on a daily, weekly or monthly basis at the discretion of the Participating Entity, together with supporting documentation;

(i) ensure that all data it receives from, processes, or transmits to any Participating Entity is not stored, accessed from, or transmitted outside the United States;

(j) Contractor will be responsible for all start-up and on-going operational costs, including all cost associated with the transfer of paper records to electronic data;

(k) Contractor will provide computer terminals or dial-up or internet access for access to its system, and all necessary phones and related equipment, at its own cost and expense, including phone charges and supplies, and will provide all additional equipment necessary for the conduct of its business except that equipment specifically provided by the Participating Entity; and

(l) Contractor will provide fully functional on-line inquiry capability into its collection system to designated Participating Entity staff at any requested Participating Entity's location

(m) If requested by Participating Entity, Contractor will provide a list of old cases (infraction cases older than 5 years and misdemeanor cases older than 10 years) annually, or as specified by the Participating Entity. The Participating Entity may request a list of cases, but only the collecting entity can review these cases and determine eligibility for discharge under [Vehicle-Government](#) Code section 25257-25259.95. The Participating Entity may recall eligible cases from the Contractor or instruct Contractor to transfer select cases to the FTB-COD and/or FTB-IIC program for additional collection efforts. The Discharge from Accountability Report sample attached hereto as Appendix C.

4.2 On-site Personnel (At Option of Participating Entity)

(a) At a Participating Entity's option, Contractor shall provide on-site staff at public counter areas to assist the public (e.g. accept payments, answer questions, set-up payment arrangements, etc.) during all hours the Participating Entity is open to the public, including night hours. The night hours for each Participating Entity will be specified in the Participating Agreement. Participating Entity shall be consulted prior to the addition, removal, or replacement of on-site personnel.

(b) Contractor shall provide sufficient on-site staff to ensure the waiting time for assistance averages no more than ten (10) minutes. If the Participating Entity determines that the waiting time is too lengthy, the Contractor shall provide additional staff and

other resources necessary to bring the waiting time to a level acceptable by the Participating Entity.

(c) At a Participating Entity's option, Contractor shall provide sufficient bilingual staff (for example Spanish and other languages, as needed) to meet the waiting time requirement at each location during all hours the Participating Entity is open to the public, including night hours.

(d) Contractor shall have sufficient trained staff available locally to cover unexpected absences and staff emergencies.

(e) Contractor shall provide staff and equipment to Participating Entities as specified in the Participating Agreement, at the rates set forth in the Master Agreement or as otherwise provided in the Participating Agreement.

4.3 FTB Transfer Services (At Option of Participating Entity)

A Participating Entity may request Contractor to transfer any or all accounts, including accounts transferred to Contractor for collection, to the FTB for further collection efforts in a format described by that Participating Entity. Upon such a referral to the FTB, Contractor will cease all collection work on the account, but will remain responsible for canceling and adjusting all accounts, as appropriate and answering inquiries related to the FTB from debtors. If a Participating Entity selects these optional services, the Contractor will be responsible for all programming costs associated with the identification, transfer, and separate reporting of accounts referred to the FTB.

4.4 Account Recall

A Participating Entity may recall an Account transferred for collection without a charge or penalty imposed, if during the past six (6) months no payments have been received, no new payment has been agreed to by the debtor, and no adjustments have been made by the Court. Recall of other Accounts will be on the terms and conditions agreed by the parties in a Participating Agreement. Each Participating Entity shall prescribe the criteria and procedures for returning uncollected Accounts.

4.5 Reporting Requirements

(a) Contractor shall comply with the then-current reporting requirements set forth in Penal Code Section 1463.010, any other applicable state law or regulation, and as specified by the Judicial Council/ AOC.

(b) Unless otherwise set forth by a Participating Entity in its Participating Agreement, Contractor will provide the reports described in this Section 4.5 to each

Participating Entity, in the form attached hereto as Appendix C, and will agree to provide any additional reports required by the Participating Entity. At the Participating Entity's option, the reports may be electronically transferred or provided in hardcopy format.

(c) For Participating Entities that are courts, separate reports must be provided for each location with division reports for account reconciliation and court-wide summaries for court-wide analysis and strategic planning.

(d) Unless otherwise indicated, all information must be reported by category with subtotals per category and a grand total. Whenever debtors' names are displayed, they will be displayed last name first.

(e) The Contractor will provide sample reports to the Participating Entity for approval prior to implementation and as changes are made during the term of the Participating Agreement.

4.5.1 Account Payment History

Contractor shall supply an account payment history for each Account on the Participating Entity's request. An account payment history shall include the following:

- (a) Debtor's name and case number.
- (b) The amount of bail and/or fine referred, the amount applied to the bail and/or fine and any balance remaining.
- (c) The amount of civil assessment added (separate from the bail and/or fine), the amount applied to the civil assessment and any balance remaining.
- (d) A chronological list of payments.

4.5.2 Acknowledgment Report

Upon request, Contractor will provide a complete list to the respective Participating Entity of all Accounts by account category each time a Participating Entity refers Accounts to it. The report will be provided within two business days following the date the Contractor can access the referrals, and will list as applicable: 1) debtor's name; 2) case number; 3) appearance date or fine due date; 4) amount of bail, fine, or debt referred; 5) total item count; and 6) total bail, fine, or debt amount referred.

4.5.3 Daily Payment Transmittal Report

Upon request, Contractor will provide each Participating Entity a daily payment information report, on the next business day, reflecting the prior day's payments. The daily payment transmittal report will include a listing of every account upon which a payment has been made, and for each such account, where applicable: 1) debtor's name; 2) case number; 3) balance owed; 4) previous amount paid; 5) amount of current payment; 6) total paid; and 7) balance due. The daily payment transmittal report will also indicate how the current payment was distributed; e.g., amount applied to bail and/or fine, amount applied to civil assessment. The last line will be the total of all amounts in each column. The daily payment transmittal report will be sorted first by account category, then alphabetically, beginning with the debtor's last name.

4.5.4 Daily Adjustment Report

Upon request, on the business day following the processing of any adjustment on any Account, Contractor will provide the relevant Participating Entity with a daily report of each Account where an adjustment has been made to any previously applied payment or amount referred or owed. In addition, the report will summarize each day's adjustment reasons by category of "Cash" or "Non-Cash". Examples of adjustment reasons in each category are listed below (a Participating Entity may add other adjustment reasons or categories in the future).

(a) Cash-related Adjustment Reasons include:

- Returned Check
- Misapplied Payment
- Overpayment

(b) Non-Cash-related Adjustment reasons include:

- Referred in Error by the Participating Entity
- Incorrect Amount Referred
- Payment collected by the Participating Entity
- Reduced by lawful court order
- Increased by lawful court order

- Assigned to Public Work Service

The daily adjustment report will include the following information, as applicable: 1) Debtor's name (sorted by last name); 2) case number; 3) adjustment reason code (2 or 3 characters); 4) original bail, fine, or debt amount referred or owed; 5) new bail, fine, or debt amount owed; 6) type of change (increase or decrease); 7) original civil assessment owed; and 8) the new civil assessment owed. The report will contain an adjustment reason code legend.

4.5.5 Summary of Account Activity Report

Within five (5) business days after the end of each calendar month, Contractor will provide each Participating Entity a summary of Account activity for that month. The report will display all information by group with subtotals for each group and a grand total.

4.5.6 Agency Activity Report

Within five (5) business days after the end of each calendar month, or unless otherwise agreed in writing, Contractor will provide each Participating Entity a summary of the activity performed by Contractor on the Participating Entity's Accounts. The information contained on the report may be used to measure performance goals and compliance with any performance standards established by the Participating Entity or as approved by the Judicial Council.

4.5.7 Collection Analysis Report

Within five (5) business days after the end of each calendar month, or unless otherwise agreed in writing, Contractor will provide a summary of collections for the month and include referrals in numbers and dollar value, gross collections in dollars and percentages matched against the month the account was placed, non-cash adjustments and commission expense in dollars and percents, and Accounts remaining.

4.5.8 Account Status Report

Within five (5) business days of the end of each calendar month, Contractor will provide each Participating Entity a complete listing of all such Participating Entity's Accounts, by location, currently held by the Contractor. The report shall be on disc or other electronic media that does not require the Contractor or the Participating Entity to produce a hard copy report. The account status report will include, as applicable, 1) the debtor's name; 2) case number; 3) referral; 4) beginning balance; 5) total payments and adjustments; and 6) the current balance. The account status report will be sorted alphabetically by debtor's last name.

4.5.9 Other Reports to the AOC

Contractor shall notify the AOC within ten (10) business days of entering into an agreement with a California Superior Court for collections services under this Master Agreement. The Contractor shall provide copies of the executed Participating Agreement or at minimum the contract execution date and commission rate(s).

On an annual basis, the superior courts of the State of California and the counties of the State of California are required to complete and submit to the AOC a *Collections Reporting Template* with aggregate referred and collected amounts. At no additional cost to the courts and counties, Contractor shall provide the required data to complete the *Collections Reporting Template* to all the courts and counties to which Contractor is providing collection services under the Statewide Master Agreement. The current data that needs to be provided is included in Appendix D - Collections Reporting Data.

Contractor shall notify the AOC within ten (10) business days of any leadership position changes within the organization that occurs after the execution of the Master Agreement.

Contractor shall notify the AOC within thirty (30) business days of lawsuits not disclosed in the proposal that occur after the execution of the Master Agreement.

4.6 Contractor Computer Systems

(a) Contractor's computer system will be capable of interfacing, and will interface its computer system, with the Participating Entity's existing criminal, traffic, minor offense and/or Participating Entity's accounting systems.

(b) Contractor's computer system must also be capable of interfacing, and will interface its computer system, with each Participating Entity's planned replacement for its case management or accounting systems. As such, it must, at a minimum, be capable of processing a standard formatted file with the following information:

- i) Case number
- ii) Debtor name, address, phone number & demographics
- iii) Account type and status
- iv) Case balance
- v) Next payment

4.7 Transition Services

A Participating Entity may request Contractor to transfer accounts to a new Contractor in a format described by that Participating Entity. The Participating Entity shall have the right to withhold Contractor's last payment until accounts have been transferred in a format acceptable to the Participating Entity. Upon expiration or termination of a Master Agreement or Participating Agreement, Contractor will:

- (a) destroy all hard copy account information of the affected Participating Entity;
- (b) delete all electronic account information from its computer systems, including backup copies;
- (c) send a letter to all Accounts notifying them that Contractor will no longer be handling the Account;
- (d) Contractor will continue to forward all payments sent to it by any Account to the Participating Entity. If payment is forwarded to the Participating Entity within 60 calendar days of expiration or termination of the Master Agreement or Participation Agreement, the Participating Entity will pay Contractor the fee identified in the Master Agreement. If the Contractor forwards payment to the Participating Entity after 60 calendar days of expiration or termination of the Master Agreement or Participation Agreement, the Contractor will no longer be due, nor will the Participating Entity pay, a fee.

4.8 Procurement Process – Use of Master Agreement

After award of a Master Agreement(s), Contractor will issue Participating Agreements to each Participating Entity requesting collection services. Contractor will negotiate individual Participating Agreements that will reference the Master Agreement and incorporate the terms and conditions of the Master Agreement unless the parties agree otherwise by specific reference to provisions of the Master Agreement. The Participating Agreement will take precedence over the terms and conditions of any contract or terms and conditions included on an invoice or like document.

4.9 Historical Data

	Non-Forthwith Gross Revenue	Number of Outstanding Cases	Outstanding Court Ordered Debt (Accounts Receivable) (1)	Reporting Programs (2)
Fiscal Year 2004-05	\$ 933,976,593	7,869,438	\$ 4,293,480,383	49
Fiscal Year 2005-06	\$ 814,219,210	7,088,343	\$ 4,638,087,649	48
Fiscal Year 2006-07	\$ 811,038,314	7,625,613	\$ 4,831,775,501	48
Age: 0-7 yrs.....			\$ 4,309,037,809	
Age: 7 yrs. or more.....			\$ 522,737,692	
Fiscal Year 2008-09	\$ 565,518,493	8,980,145	\$ 5,963,017,014	57
Fiscal Year 2009-10	\$ 605,441,956	9,604,064	\$ 7,019,190,743	58
Fiscal Year 2010-11	\$ 710,408,401	10,920,060	\$ 7,526,252,867	58
Fiscal Year 2011-12	\$ 707,966,677	11,116,600	\$ 7,952,364,854	58

Data as reported by the court and/or county on the *Collections Reporting Template*.

(1) FY2006-07 accounts receivables include payments related to court-ordered fines, fees, penalties, and assessments whether or not delinquent. Includes delinquent payments (whether or not on installment payment plan) and non-delinquent installment payments. Does not include forthwith payments or victim restitution paid directly to victim.

FY 2007-08 collection information not available, programs were not required to report.

(2) There are 58 courts/counties in California.

*Case age was not tracked in FY2004-05 and 2005-06 or after FY2008-09.

4.10 Pricing Structure

4.10.1 Contractor will accept all Accounts referred by a Participating Entity on a contingency fee basis, understanding that compensation will be paid only from those monies collected by the Contractor and allocated as noted below.

4.10.2 Except for services described in Section 4.3, for which Contractor will propose a separate fee structure, Contractor's sole payment for all of the services set out in this Section [IV4](#), including any required equipment, staff, or work necessary to enable Contractor to perform or a Participating Entity to receive the services, will be the percentage commission set out in Appendix A- Pricing Proposal.

4.10.3 For victim restitution fines, Contractor's fee will be limited to the 10% administration fee allowed by Penal Code section 1202.4(a) and if authorized by a resolution by a county Board of Supervisors. For direct restitution to victim, Contractor's fee is limited to an

administrative fee of up to 15% of total amount ordered, as allowed by Penal Code section 1203.1(1). Contractor will not be entitled to invoice a Participating Entity for these fees until the victim's restitution has been paid in full.

4.10.4 For the optional services described in Section 4.3, Contractor will invoice the Participating Entity, and will be compensated for collections performed by and received from FTB, at the rate identified in Appendix A-Pricing Proposal, which will be calculated on the amount received from the FTB net of FTB's commission.

4.10.5 Contractor understands that the California Department of Motor Vehicles (DMV), and the California Franchise Tax Board (FTB) under its Tax Intercept Program, will sometimes collect the money due on an Account that has been referred to the Contractor. The DMV and FTB will transmit these monies directly to the Court or County. Absent a specific agreement with the Participating Entity, Contractor shall receive no compensation from those accounts where monies are collected by the DMV or the FTB; i.e., no fee will be paid to Contractor if the debt is paid through the DMV or collected by the FTB.

Appendix A
Pricing Proposal

(Attached as a separate Word file)

Appendix B
Certification Forms

Appendix B-1
Suspension/Debarment/Tax Delinquency

Confidential

I certify that neither _____ (“Proposer”) nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency, and that neither Bidder nor any of its proposed subcontractors are tax delinquent with the State of California. I have listed all contracts with government or commercial customers during the five years preceding submission of this Proposal that have been terminated for cause or default. I have also provided a list of all pending criminal litigation.

I acknowledge that if Proposer or any of its subcontractors subsequently are placed under suspension or debarment by a local, state or federal government entity, or if Bidder or any of its subcontractors subsequently become delinquent in California taxes, our Proposal may be disqualified.

Signature

Printed Name

Title

Date

On separate pages attached hereto:

1. List all Contracts with Government or Commercial Customers during the Five Years preceding Submission of this Proposal that have been Terminated for Cause or Default
2. List all Pending Criminal Litigation

Appendix B-2

DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 10478, if a bidder currently or within the previous three years has had business activities or other operations outside of the United States, it must either (i) certify that it is not a “scrutinized company” as defined in PCC 10476, or (ii) receive written permission from the AOC to submit a bid.

To submit a bid to the AOC, you must complete **ONLY ONE** of the following three paragraphs. To complete paragraph 1 or 2, simply check the corresponding box. To complete paragraph 3, check the corresponding box **and** complete the certification for paragraph 3.

1. We do not currently have, and we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. We are a “scrutinized company” as defined in PCC 10476, but we have received written permission from the AOC to submit a bid pursuant to PCC 10477(b). *A copy of the written permission from the AOC is included with our bid.*

OR

3. We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we **certify below** that we are not a “scrutinized company” as defined in PCC 10476.

CERTIFICATION FOR PARAGRAPH 3:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder to the clause in paragraph 3. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of _____ in the State of _____</i>

Appendix B-3
IRAN CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of \$1,000,000 or more.

To submit a bid to the Court, you must complete **ONLY ONE** of the following two paragraphs. To complete paragraph 1, check the corresponding box **and** complete the certification for paragraph 1. To complete paragraph 2, simply check the corresponding box.

1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to PCC 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

2. We have received written permission from the Court to submit a bid pursuant to PCC 2203(c) or (d). *A copy of the written permission from the Court is included with our bid.*

CERTIFICATION FOR PARAGRAPH 1:

I, the official named below certify that I am duly authorized to legally bind the bidder to the clause in paragraph 1. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of _____ in the State of _____</i>

Appendix C
Report Samples

Acknowledgement Report – [Category] - Date XXXXXX

Acknowledgement of Referrals Received			
Case Number	Last Name, First Name, MI	Appearance or Fine Due Date	Bail/Fine Amount
Total Item Count			Total Amount Referred

Daily Payment Transmittal Report – [Category] - Date XXXXXX

Payment ID		Payment Application					Payment Distribution			
NAME Last, First MI	Case #	Bail/Fine Amount	Civil Assessment Amount	Comm. Expense	Payment Total	Amount Referred	Previous Amt Paid	Payment Amount	Total Paid	Balance Due
Total		\$	\$	\$	\$	\$	\$	\$	\$	\$

Daily Adjustment Report (Date)

NAME Last, First MI	Case #	Adj. Code	Original Bail or Fine Amount	New Bail or Fine Amount	Change (+/-)	Original Civil Assessment Amount	New Civil Assessment Amount	Change (+/-)	Net Change (+/-)
			Total	Total	Calc	Total	Total	Calc	

Summary of Account Activity

For the Period of _____

Account Category: Group ID	No. of Accounts	Bail or Fine	Assessment	TOTAL
Beginning Balance (+)				
Accounts Transferred to Contractor (+)				
Accounts Paid in Full (-)				
Accounts satisfied by Adjustments (-)				
Accounts returned as uncollectable (-)				
Ending Balance				
Accounts with Partial Payments				
Accounts with Partial Adjustments				
SUBTOTAL				
Repeat for Each Category				
TOTAL				

Appendix C

Report Samples

(Discharge from Accountability Report is attached as a separate Excel file)

Appendix D
Collections Reporting Data
(attached as a separate Excel file)

Appendix E

**JUDICIAL COUNCIL OF CALIFORNIA
ADMINISTRATIVE OFFICE OF THE COURTS**

**ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSAL
(NON-IT SERVICES)**

1. COMMUNICATIONS WITH AOC REGARDING THE RFP

- A. Except as specifically addressed elsewhere in the RFP, Proposers must send any communications regarding the RFP to solicitations@jud.ca.gov (the “Solicitations Mailbox”). Proposers must include the RFP Number in subject line of any communication.

2. QUESTIONS REGARDING THE RFP

- A. If a Proposer’s question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the Proposer may submit the question via email to the Solicitations Mailbox, conspicuously marking it as “CONFIDENTIAL.” With the question, the Proposer must submit a statement explaining why the question is sensitive. If the AOC concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the AOC does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the Proposer will be notified.
- B. Proposers interested in responding to the RFP may submit questions via email to the Solicitations Mailbox on procedural matters related to the RFP or requests for clarification or modification of the RFP no later than the deadline for questions listed in the timeline of the RFP. If the Proposer is requesting a change, the request must set forth the recommended change and the Proposer’s reasons for proposing the change. Questions or requests submitted after the deadline for questions will not be answered. Without disclosing the source of the question or request, a copy of the questions and the AOC’s responses will be made available.

3. ERRORS IN THE RFP

- A. If, before the proposal due date and time listed in the timeline of the RFP, a Proposer discovers any ambiguity, conflict, discrepancy, omission, or error in the

RFP, the Proposer must immediately notify the AOC via email to the Solicitations Mailbox and request modification or clarification of the RFP. Without disclosing the source of the request, the AOC may modify the RFP before the proposal due date and time by releasing an addendum to the solicitation.

- B. If a Proposer fails to notify the AOC of an error in the RFP known to Proposer, or an error that reasonably should have been known to Proposer, before the proposal due date and time listed in the timeline of the RFP, Proposer shall propose at its own risk. Furthermore, if Proposer is awarded the agreement, Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

4. ADDENDA

- A. The AOC may modify the RFP before the proposal due date and time listed in the timeline of the RFP by issuing an addendum. It is each Proposer's responsibility to inform itself of any addendum prior to its submission of a proposal.
- B. If any Proposer determines that an addendum unnecessarily restricts its ability to propose, the Proposer shall immediately notify the AOC via email to the Solicitations Mailbox no later than one day following issuance of the addendum.

5. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSAL

A Proposer may withdraw its proposal at any time before the deadline for submitting proposals by notifying the AOC in writing of its withdrawal. The notice must be signed by the Proposer. The Proposer may thereafter submit a new or modified proposal, provided that it is received at the AOC no later than the proposal due date and time listed in the timeline of the RFP. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the proposal due date and time listed in the timeline of the RFP.

6. ERRORS IN THE PROPOSAL

If errors are found in a proposal, the AOC may reject the proposal; however, the AOC may, at its sole option, correct arithmetic or transposition errors or both on the basis that the lowest level of detail will prevail in any discrepancy. If these corrections result in significant changes in the amount of money to be paid to the Proposer (if selected for the award of the agreement), the Proposer will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the proposal.

7. RIGHT TO REJECT PROPOSALS

- A. Before the proposal due date and time listed in the timeline of the RFP, the AOC may cancel the RFP for any or no reason. After the proposal due date and time listed in the timeline of the RFP, the AOC may reject all proposals and cancel the RFP if the AOC determines that: (i) the proposals received do not reflect effective competition; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the AOC.

- B. The AOC may or may not waive an immaterial deviation or defect in a proposal. The AOC's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a Proposer from full compliance with RFP specifications. Until a contract resulting from this RFP is signed, the AOC reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the AOC's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Proposer.

- C. The AOC reserves the right to issue similar RFPs in the future. The RFP is in no way an agreement, obligation, or contract and in no way is the AOC or the State of California responsible for the cost of preparing the proposal.

- D. Proposers are specifically directed NOT to contact any AOC personnel or consultants for meetings, conferences, or discussions that are related to the RFP at any time between release of the RFP and any award and execution of a contract. Unauthorized contact with any AOC personnel or consultants may be cause for rejection of the Proposer's proposal.

8. EVALUATION PROCESS

- A. An evaluation team will review all proposals that are received by the appropriate deadline to determine the extent to which they comply with RFP requirements.

- B. Proposals that contain false or misleading statements may be rejected if, in the AOC's opinion, the information was intended to mislead the evaluation team regarding a requirement of the RFP.

- C. Cost proposals will be checked only if a technical proposal is determined to be responsive. All figures entered on the cost proposal must be clearly legible.

- D. During the evaluation process, the AOC may require a Proposer's representative to answer questions with regard to the Proposer's proposal. Failure of a Proposer

to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

9. DISPOSITION OF MATERIALS

All materials submitted in response to the RFP will become the property of the AOC and will be returned only at the AOC's option and at the expense of the Proposer submitting the proposal.

10. PAYMENT

- A. Payment terms will be specified in any agreement that may ensue as a result of the RFP.

- B. **THE AOC DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.**
Payment is normally made based upon completion of tasks as provided in the agreement between the AOC and the selected Proposer. The AOC may withhold ten percent of each invoice until receipt and acceptance of the final deliverable. The amount of the withhold may depend upon the length of the project and the payment schedule provided in the agreement between the AOC and the selected Proposer.

11. AWARD AND EXECUTION OF AGREEMENT

- A. Award of contract, if made, will be in accordance with the RFP to a responsible Proposer submitting a proposal compliant with all the requirements of the RFP and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the AOC.

- B. A Proposer submitting a proposal must be prepared to use a standard AOC contract form rather than its own contract form.

- C. The AOC will make a reasonable effort to execute any contract based on the RFP within forty-five (45) days of selecting a proposal that best meets its requirements. However, exceptions taken by a Proposer may delay execution of a contract.

- D. Upon award of the agreement, the agreement shall be signed by the Proposer in two original contract counterparts and returned, along with the required attachments, to the AOC no later than ten (10) business days of receipt of agreement form or prior to the end of June if award is at fiscal year-end. Agreements are not effective until executed by both parties and approved by the

appropriate AOC officials. Any work performed before receipt of a fully-executed agreement shall be at Proposer's own risk..

12. FAILURE TO EXECUTE THE AGREEMENT

The period for execution set forth in Section 11 ("Award and Execution of Agreement") may only be changed by mutual agreement of the parties. Failure to execute the agreement within the time frame identified above constitutes sufficient cause for voiding the award. Failure to comply with other requirements within the set time constitutes failure to execute the agreement. If the successful Proposer refuses or fails to execute the agreement, the AOC may award the agreement to the next qualified Proposer.

13. NEWS RELEASES

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of the AOC.

14. ANTI-TRUST CLAIMS

- A. In submitting a proposal to the AOC, the Proposer offers and agrees that if the proposal is accepted, Proposer will assign to the AOC all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the AOC pursuant to the proposal. Such assignment shall be made and become effective at the time the AOC tenders final payment to the Proposer. (See Government Code section 4552.)
- B. If the AOC receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Proposer shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the AOC any portion of the recovery, including treble damages, attributable to overcharges that were paid.
- C. Upon demand in writing by the Proposer, the AOC shall, within one year from such demand, reassign the cause of action assigned under this section if the Proposer has been or may have been injured by the violation of law for which the cause of action arose and (a) the AOC has not been injured thereby, or (b) the AOC declines to file a AOC action for the cause of action. (See Government Code section 4554.)

15. AMERICANS WITH DISABILITIES ACT

The AOC complies with the Americans with Disabilities Act (ADA) and similar California statutes. Requests for accommodation of disabilities by Proposers should be directed to the Solicitations Mailbox..

End of Appendix E

APPENDIX F

FORM OF MASTER AGREEMENT

(attached as a separate Word file)

APPENDIX G

FORM OF PARTICIPATING AGREEMENT

SUPERIOR COURT OF CALIFORNIA, COUNTY OF _____
AND _____

THIS PARTICIPATING AGREEMENT (“Agreement”), is made and entered into as of this ___ day of _____, 200_, by and between the SUPERIOR COURT OF CALIFORNIA, COUNTY OF _____, an entity organized under Article VI of the California Constitution, [address] (“Court”), and _____, a corporation with offices at [address] (“Contractor”).

WHEREAS, Contractor and the Judicial Council of California, Administrative Office of the Courts, on behalf of the superior courts and counties of the State of California, are parties to that Master Agreement No. _____ (“Master Agreement”) for collections services dated _____;

WHEREAS, the Master Agreement sets forth the terms and conditions upon which Contractor will provide collections services to the superior courts, counties, and certain other designated entities in the State of California, should any such party desire to engage Contractor for such services;

WHEREAS, Court pursues initial collection efforts on all accounts it establishes for unpaid fees, fines, forfeitures, penalties and assessments arising from criminal and traffic actions or proceedings;

WHEREAS, Court desires to engage Contractor to perform collection services (“Services”) in accordance with the Master Agreement on selected accounts established by the Court and not fully paid 30 or more days from the date of their assessment or imposition, or on which an installment payment is not fully paid within 30 days of the date such payment was due under an installment payment plan (“Accounts”).

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Participation of Court/Employment of Contractor. Court engages Contractor to perform additional collection services on Accounts transferred to Contractor by Court according to **Schedule A** hereto, and Contractor will provide such services to Court, on the same terms and conditions and as if such services were provided by Contractor under the Master Agreement,

except where specifically stated herein. Terms defined in the Master Agreement will have the same meaning when used herein.

2. Scope of Services. Accounts transferred to Contractor for collection services under this Agreement will qualify for Services.

- a. *Collection Services.* Contractor will perform collections activities on the Accounts transferred to it as set forth in Section(s) _____ of the Master Agreement.
- b. *Court Ordered Debt Program.* Contractor will refer Accounts it receives to the FTB Court Ordered Debt (“COD”) Program, liaise with FTB regarding such Accounts, and administer such Accounts under the terms and conditions set forth in Section of the Master Agreement.
- c. Contractor will refer to the FTB COD Program Accounts that meet the criteria set forth in Revenue and Taxation Code Section 19280, and all of the following criteria:
 - i. The remaining balance owed on the case is [\$100] or more;
 - ii. Court records regarding the Account indicate that, during the past [six (6) months, no payments have been received, no new payment plan has been agreed to by the defendant, and no adjustments have been made by the Court on the Account; or
 - iii. the Account has been rejected by the FTB COD Program for any reason, or returned to the Court as uncollectible.
- d. *Tax Intercept Program.* In addition to other Services provided hereunder, Contractor shall prepare an electronic file transfer for those accounts forwarded from Court that are eligible for the FTB Tax Intercept Program. Court will forward eligible Accounts to the FTB, liaise with FTB regarding such Accounts, and perform the equivalent administrative functions regarding such Accounts as that set forth in Section _____ of the Master Agreement. Court staff will integrate the file with Court records also being sent. Court staff will assist with written instructions and procedures as necessary, which Contractor will follow.

Contractor will forward to Court by the 5th day of each calendar month during the term of this Agreement via electronic transfer or remittance check

representing the total amount of funds received by Contractor on Accounts during such period, with accompanying statements.

3. Contacts. Each of the Court and the Contractor will appoint a Project Manager, who will be authorized to make day-to-day decisions related to the implementation of this Agreement that do not substantially limit rights or expand the responsibilities of the Court or the Contractor, subject to paragraph 12 below. The respective Project Managers and their contact information is as follows:

Court Project Manager

Contractor Project Manager

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

4. Payment and Pricing Structure. Contractor shall invoice Court on a monthly basis for Commission Fees charged for its collections services under this Agreement, which will be the following percentage, calculated each month on the total funds collected during such month on all Accounts transferred to Contractor under this Agreement.

5. On-site personnel. Contractor [is/is not] required to perform services under this Agreement on-site at Court locations.

6. Reporting Requirements. Notwithstanding the required reports and schedule of reports set forth in Section _____ of the Master Agreement, the parties hereto agree that Contractor will provide reports on the following schedule:

Contractor will provide additional reports upon request by the Court.

7. Term. The respective duties and obligations of the parties hereto shall commence on the date first written above, and shall automatically renew for the option periods described in Paragraph 1 of the Coversheet of the Master Agreement unless the options to extend are not renewed by the AOC or the Master Agreement is earlier terminated. Notwithstanding the foregoing, ether party may terminate all or any of the services under this Agreement by giving ninety (90) days written notice to the other party. In addition, this Agreement is expressly

conditioned upon the ability of the Court under currently applicable California state law and policy to pay Contractor for services hereunder from revenue collected by Contractor on the Accounts. If any applicable law or policy is amended or enacted such that the revenue under this Agreement may not be applied to Court's obligations under this Agreement, the Court may, by written notice, terminate this Agreement on the effective date of such amended or enacted law or policy.

8. Credit Reporting. Contractor will be able to report outstanding receivables on behalf of the Court to the three nationally available credit history reporting databases (credit bureaus). There will be no additional fee for this service.

9. Independent Contractor. Contractor is, for all purposes, an independent contractor and shall not be deemed an employee of the Court.

- a. The Contractor specifically acknowledges that it controls the manner and means by which the product is accomplished, agrees to hold itself out as an independent contractor, and waives any rights to claim that it is an employee of the Court under the common law agency test, the economic realities test, or any other legal test.
- b. It is expressly understood and agreed that the Contractor shall in no event, as a result of this contract or any work performed under this contract, be entitled to any benefits to which Court employees are entitled, including but not limited to overtime or other pay differentials, retirement benefits, social security benefits, disability insurance benefits, unemployment compensation or insurance, workers' compensation benefits, and injury, vacation, sick, or other leave or employment benefits. The Contractor expressly agrees that all legal recourse for performance and severance of the relationship between it and the Court is set forth in this Agreement, and not in any statutes or case law relating to rights of employees.
- c. The Contractor agrees to notify its own employees that they are not employees of the Court and are not entitled to any benefits to which Court employees are entitled, as set forth above. The Contractor furthermore agrees to indemnify, defend and hold harmless the Court, its judges, subordinate judicial officers, officers and employees, from any such claims made by employees of the Contractor.

10. Indemnification. Contractor shall indemnify and save harmless Court and its respective judges, subordinate judicial officers, officers, agents and employees from and against any and all loss, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, resulting directly or

indirectly from Contractor's performance of this Agreement, including, but not limited to, the use of Contractor's facilities or equipment provided by Court or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on Court, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of Court and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee.

11. Entire Agreement. This Agreement and the incorporated documents constitute the entire understanding between the parties and supersede any and all prior understandings and agreements, oral or written, relating to the subject matter of this Agreement. Each party acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not included in this Agreement, and no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

12. Amendment. No alteration or amendment to the terms of this Agreement shall be valid unless it is made in writing and is signed by the parties, and no oral understanding or agreement shall be binding on the parties.

13. Assignment. Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of Court.

14. Governing Law. This Agreement will be construed under the laws of the state of California, without regard to its conflict of law provisions.

15. Waiver. Any waiver by either party of a breach of any of the terms of this Agreement will not be construed as a waiver of any succeeding breach of the same or other term of this Agreement.

16. Further Assurances. Each party hereto agrees to cooperate with the other, and to execute and deliver, or cause to be executed and delivered, all such other instruments and documents, and to take all such other actions as may be reasonably requested of it from time to time to effectuate the provisions and purposes of this Agreement.

17. Severability. If any part of this Agreement is held unenforceable, all other parts remain enforceable.

18. Time. Time is of the essence in the performance of services under this Agreement.

19. Counterparts. This Agreement may be executed in counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

SUPERIOR COURT OF CALIFORNIA, _____

County of _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____