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| `- | **REQUEST FOR PROPOSAL** | | |
| **Judicial Council of california**  **Regarding:** STATEWIDE COLLECTIONS Services for COURT-ORDERED and other DEBT  **RFP Number**: TCAS-2018-05-MS  **PROPOSALS DUE:** August 30, 2018 no later than 1:00 p.m. Pacific time | | |
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| **TO:** | | Potential PROPOSERs |
| **FROM:** | | The Judicial Council of California |
| **DATE:** | | July 30, 2018 |
| **SUBJECT/PURPOSE OF MEMO:** | | Request for Proposals (RFP)  The Judicial Council of California (Judicial Council) seeks the services of highly qualified contractors 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. The services will include, but are not limited to those described in the Statement of Work, section 3.0 of the RFP.  The Judicial Council intends to award one or more master agreements (“Master Agreements”) to selected proposer(s) (“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; (2) the 58 counties of the State of California; and (3) other governmental or regulatory entities identified for inclusion by the Judicial Council (together, the “Participating Entities”).  For FY 2016-17, the 58 collections programs collected $592.7 million in delinquent court-ordered debt. Of that amount, $159.2 (26.9 percent) was collected by ten (10) private collection contractors who provide services under the existing master agreements. The contractors’ total combined commission fees of $19.7 million represents 12.4 percent of the $104.5 million in statewide operating costs. As of FY2016-17, the total outstanding delinquent debt amount is $10.0 billion.  The Judicial Council anticipates awarding one or more Master Agreements each with an initial five-year term, with one-5 year option for a potential maximum of ten years. The option to extend term may be exercised at the Judicial Council’s sole discretion. Any resulting contract is estimated to be effective from January 1, 2019 to December 31, 2023. |
| **ACTION REQUIRED:** | | You are invited to review and respond to this RFP as posted on the Judicial Council bid Web site at <http://www.courts.ca.gov/rfps.htm>.  Project Title: Statewide Collections Services For Court-Ordered and Other Debt  RFP Number: TCAS-2018-05-MS |
| **SOLICITATIONS MAILBOX:** | | [TCSolicitation@jud.ca.gov](mailto:TCSolicitation@jud.ca.gov) |
| **DUE DATE & TIME FOR SUBMITTAL OF QUESTIONS:** | | The deadline for submittal of questions pertaining to the solicitation document is:  **3:00 p.m. (PDT) on August 3, 2018** |
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| **PROPOSAL DUE DATE AND TIME:** | | Proposals must be received by:  **1:00 p.m. (PDT) on August 30, 2018** |

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| **SUBMISSION OF PROPOSAL:** | Proposals should be sent to:  **Judicial Council of California**  **Attn: Procurement** **– Contracts Supervisor**  **RFP No. TCAS-2018-05-MS**  **2850 Gateway Oaks Drive, Suite 300**  **Sacramento, CA 95833-4348** |

**1.0 BACKGROUND INFORMATION**

1.1 This RFP is being issued by the Judicial Council, on behalf of itself, the 58 Superior Courts of California, the Supreme Court, the Courts of Appeal, the California State Bar, the 58 counties of the State of California, and any other governmental or regulatory entity identified for inclusion by the Judicial Council (collectively, the “Participating Entities”).

1.2 The purpose of this Request for Proposal (RFP) is to solicit and award one or more master agreements (“Master Agreements”) to selected proposers (“Contractors”) to provide specified collections services to the Participating Entities including but not limited to those further described herein (“Services”).

1.3 The Judicial Council seeks the services of highly qualified contractors 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 services will include but are not limited to those described in section 3 (Statement of Work) of this RFP. The Participating Entities will be under no obligation to participate in any resulting Master Agreement for collection services.

1.4 The Judicial Council anticipates awarding one or more master agreement(s) for an initial five-year term, with one-5 year option for a potential maximum of ten years. The option to extend term may be exercised at the Judicial Council’s sole discretion.

1.5 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.

**2.0 DESCRIPTION OF SERVICES AND PROCESS**

2.1 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.

[Penal Code Section 1463.010](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=1463.010.&lawCode=PEN) 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, assessments, and restitution. Further, the statute 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.

For FY 2016–17, a total of $592.7 million in delinquent court-ordered debt was collected statewide. Of that amount, $159.2 (26.9 percent) was collected by the private collection contractors on behalf of 52 participating programs. (See Exhibit B, Programs and Contractors, for a list of current contractors by program.) The contractors’ combined commission fees of $19.7 million represents 12.4 percent of the $104.5 million in statewide operating costs. Total outstanding delinquent debt at the end of FY 2016–17 was $10.0 billion. See section 3.9 for historical collections data.

2.2 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, 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 contractor other than Contractor. Participating Entities that elect to contract for collections services under the Master Agreement will enter into a Participating Agreement, substantially in the form of the sample Participating Agreement provided in Attachment 2.

2.3 Based on the terms and conditions of the Master Agreement, each Participating Agreement will set forth the specific services, deliverables, schedules, and any specific requirements for the individual Participating Entity. Each Participating Agreement will constitute a separate independent contract between the Contractor and the Participating Entity signing the Participating Agreement. Participating Entities may elect, but are not required, to contract for collection services under the Master Agreement.

2.4 The Judicial Council 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 the best value in the judgment of the Judicial Council.

2.5 The Master Agreement will be nonexclusive. The Judicial Council may have other agreements for the same or similar services, and each Participating Entity reserves the right to provide or have others provide the same or similar services.

**3.0 STATEMENT OF WORK**

**3.1 Required Account Services**

Any proposer (“Contractor”) selected by the Judicial Council 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:

1. fees, fines, forfeitures, penalties, and assessments arising from infractions, misdemeanor, felony, and traffic proceedings or actions;
2. criminal justice related fees, reimbursements, and other legally enforceable debts;
3. civil, family law, and juvenile law fees, including filing fees;
4. probation, guardianship, conservatorships, and public defender fees;
5. sanctions imposed by any Participating Entity;
6. direct restitution to victim ordered pursuant to California Penal Code section 1202.4(a)1;
7. victim restitution fines ordered pursuant to California Penal Code section 1202.4(b)1;
8. reimbursements owed or as ordered by a court pursuant to California Family Code section 3150 et seq.;
9. reimbursements owed to the California Supreme Court for overcharges for representation of indigent defendants in death penalty cases;
10. 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
11. any other legally enforceable debt owed to a Participating Entity or that a Participating Entity has a right to collect.

3.1.1 In the collection of Accounts, Contractor will:

1. 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;

1. 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;
2. 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;
3. comply to the extent possible with the reporting requirements set forth in [Penal Code section 1463.010](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=1463.010.&lawCode=PEN) and [Government Code section 68514](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=68514.&lawCode=GOV), as required by the Judicial Council, and any future reporting requirements resulting from legislation or regulation;
4. adjust the receivable record within two (2) business days of any information transferred by the Participating Entity;
5. 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;
6. 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;
7. be responsible for all start-up and on-going operational costs, including all cost associated with the transfer of paper records to electronic data;
8. 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;

1. provide fully functional on-line inquiry capability into its collection system to designated Participating Entity staff at any requested Participating Entity’s location
2. provide an annual case aging report, which may include but is not limited to, infraction cases older than 5 years and misdemeanor cases older than 10 years, 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 Government Code sections 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. Information and sample forms relating to discharge from accountability are available here: <http://www.courts.ca.gov/partners/455.htm>

**3.2 On-site Personnel (At Option of Participating Entity)**

1. 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.
2. 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.
3. 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.
4. Contractor shall have sufficient trained staff available locally to cover unexpected absences and staff emergencies.
5. 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.

1. Contractor shall provide customer service levels that are in line with the Participating Entity’s mission and expectations, and not those of consumer debt collectors.

**3.3 FTB-COD 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-COD for further collection efforts in a format described by that Participating Entity. Upon such a referral to the FTB-COD, 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-COD 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-COD.

**3.4 Account Recall**

A Participating Entity may recall an Account transferred for collection, at its discretion or as agreed to on the Participating Agreement, 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.

**3.5 Reporting Requirements**

1. Contractor shall comply with the then-current reporting requirements set forth in Penal Code Section 1463.010 and Government Code section 68514, and any other applicable state law or regulation, and as specified by the Judicial Council.
2. Unless otherwise set forth by a Participating Entity in its Participating Agreement, Contractor will provide the reports described in this Section 3.5 to each Participating Entity, in the form attached hereto as Exhibit 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.
3. For Participating Entities who 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.
4. 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 by last name first.
5. 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.

3.5.1 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 for all cases referred with specific bail and/or fine, and civil assessment:

1. Debtor’s name (sorted by last name) and case number;
2. The amount of bail and/or fine referred, the amount applied to the bail and/or fine and any balance remaining.
3. The amount of civil assessment added (separate from the bail and/or fine), the amount applied to the civil assessment and any balance remaining.
4. A chronological list of payments.

3.5.2 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 (sorted by last name); 2) case number; 3) appearance date or bail/fine due date; 4) amount of bail, fine, or debt referred; 5) total item count; and 6) total bail, fine, or debt amount referred.

3.5.3 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 (sorted by last 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.

3.5.4 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.

3.5.5 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.

3.5.6 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 percent, and Accounts remaining.

3.5.7 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).

* 1. Cash-related adjustment reasons include:
* Returned check
* Misapplied payment
* Overpayment
  1. 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; e.g., suspension, dismissal, or reduction;
* Increased by lawful court order; and
* Assigned to public work service, e.g., community 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.

3.5.8 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 (sorted by last name); 2) case number; 3) referral; 4) beginning balance; 5) total payments and adjustments; and 6) the current balance.

3.5.9 Uncollectible Accounts Report

Upon request, within five (5) business days after the end of each calendar month, or unless otherwise agreed to in writing, Contractor will provide a summary of all Accounts deemed uncollectible for reasons including, but not limited to, bankruptcy, the Service members Civil Relief Act (SCRA- Protections against default judgments 50 U.S.C. § 3931), or deceased debtor. The Participating Entity will review the summary report to determine the proper course of action.

3.5.10 Discharge from Accountability Report

Upon request, provide annual case aging report, which may include but is not limited to, infraction cases older than 5 years and misdemeanor cases older than 10 years, or as specified by the Participating Entity, in the form attached hereto as Exhibit D. The Participating Entity may request a list of cases, but only the collecting entity can review these cases and determine eligibility for discharge under Government Code sections 25257-25259.95.

3.5.11 Other Reports to the Judicial Council

Contractor shall notify the Judicial Council 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 Judicial Council a Collections Reporting Template with aggregate referred and collected amounts, in the form attached hereto as Exhibit D. 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.

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

**3.6 Contractor Computer Systems**

1. 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.
2. 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 (sorted by last name), address, phone number and demographics

iii. Account type and status

iv. Case balance

v. Next payment due date and payment amount

**3.7 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:

1. destroy all hard copy account information of the affected Participating Entity;
2. delete all electronic account information from its computer systems, including backup copies;
3. send a letter to all Accounts notifying them that Contractor will no longer be handling the Account;
4. 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 Participating 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 Participating Agreement, the Contractor will no longer be due, nor will the Participating Entity pay, a fee.

**3.8** **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 execute individual Participating Agreements that will reference the Master Agreement and incorporate the terms and conditions 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.

**3.9 Historical Data**

The table below shows statewide delinquent revenue collected and the number and value of cases, year to year, as reported on the Collections Reporting Template for the past nine fiscal years. Additional information available in annual *Report on the Statewide Collection of Delinquent Court-Ordered Debt*, available at: <http://www.courts.ca.gov/7466.htm>

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| --- | --- | --- | --- | --- |
| Fiscal Year | Delinquent Gross Revenue Collected | Outstanding Number of Cases (1) | Outstanding Court- Ordered Debt (2) | Reporting Programs (3) |
| 2008-09 | $565,518,493 | 8,980,145 | $5,963,017,014 | 57 |
| 2009-10 | $605,441,956 | 9,604,064 | $7,019,190,743 | 58 |
| 2010-11 | $710,408,401 | 10,920,060 | $7,526,252,867 | 58 |
| 2011-12 | $707,966,677 | 11,116,600 | $7,952,364,854 | 58 |
| 2012-13 | $668,781,695 | 11,361,620 | $8,346,181,289 | 58 |
| 2013-14 | $670,898,940 | 12,133,718 | $9,083,364,275 | 58 |
| 2014-15 | $675,331,599 | 11,961,884 | $9,350,699,600 | 58 |
| 2015-16 | $652,209,327 | 25,968,045 | $9,846,293,104 | 58 |
| 2016-17 | $592,726,663 | 12,319,642 | $10,080,410,970 | 58 |
| (1) FY2015-16 includes eligible cases (from old inventory) reinstated for the purpose of Statewide Traffic Infraction Amnesty Program, effective October 1, 2015 to April 1, 2017. (2) Outstanding court-ordered debt includes delinquent (unpaid) accounts (including accounts receivable and installment payment plans.) Does not include forthwith payments or victim restitution paid directly to victim. (3) For FY2008-09, one collections program did not submit the Collections Reporting Template. | | | | |

**3.10 Pricing Structure**

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.

1. Except for services described in Section 3.3, for which Contractor will propose a separate fee structure, Contractor’s sole payment for all of the services set out in this Section 3, 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 Exhibit A – Pricing Proposal.
2. Costs for on-site personnel may be included as part of the percentage commission fee and submitted on the Pricing Proposal form (Exhibit A) or submitted on a separate form if based on an hourly rate.
3. For victim restitution fines, Contractor’s fee will be limited to the actual

administrative cost of collecting the restitution fine, not to exceed 10 percent of the amount ordered to be paid, as 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 percent of total amount ordered, as allowed by Penal Code section 1203.1(l). Contractor will not be entitled to invoice a Participating Entity for these fees until the victim’s restitution has been paid in full.

1. For the optional services described in Section 3.3, Contractor will invoice the Participating Entity, and will be compensated for collections performed by and received from FTB, at the rate identified in Exhibit A-Pricing Proposal, which will be calculated on the amount received from the FTB net of FTB’s commission.
2. 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.

**4.0 TIMELINE FOR THIS RFP**

The Judicial Council has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of the Judicial Council.

| **EVENT** | **DATE** |
| --- | --- |
| RFP issued**:** | July 30, 2018 |
| Deadline for Questions submitted to [TCSolicitation@jud.ca.gov](mailto:TCSolicitation@jud.ca.gov) | August 3, 2018  at 3:00pm (Pacific Time) |
| Questions and Answers posted at [www.courts.ca.gov/rfps.htm](http://www.courts.ca.gov/rfps.htm)  *(estimate only)* | August 9, 2018 |
| Proposal Due Date | August 30, 2018  No later than 1:00 p.m.  (Pacific Time) |
| Evaluation of Proposals (*estimate only*) | September 4 - Oct. 10, 2018 |
| Notice of Intent to Award (*estimate only*) | October 15, 2018 |
| Negotiation and Execution of contract (*estimate only*) | October 22 - December 31, 2018 |
| Contract start date | January 1, 2019 |
| Contract end date (Initial Term) | December 31, 2023 |
| Master Agreement Term (five years with one- 5 year option to extend) | December 31, 2028 |

**5.0 RFP ATTACHMENTS AND EXHIBITS**

The following attachments are included as part of this RFP:

| **ATTACHMENT** | **DESCRIPTION** |
| --- | --- |
| Attachment 1: Administrative Rules Governing RFPs (Non-IT Services): | These rules govern this solicitation. |
| Attachment 2: Judicial Council Standard Terms and Conditions (Form Master Agreement, including Participating Agreement). | If selected, the person or entity submitting a proposal (the “Proposer”) must sign: the Standard Form Master Agreement (the “Terms and Conditions”). |
| Attachment 3: Proposer’s Acceptance of Terms and Conditions | On this form, the Proposer must indicate acceptance of the Terms and Conditions.  **Note: Any material exceptions to the Terms and Conditions will render a proposal non-responsive.** |
| Attachment 4: General Certifications Form | The Proposer must complete the General Certifications Form and submit the completed form with its proposal. |
| Attachment 5: Payee Data Record Form | This form contains information the Judicial Council requires in order to process payments and must be submitted with the proposal. |
| Attachment 6: Unruh and FEHA Certification | The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification and submit the completed certification with its proposal. |
| Attachment 7: DVBE Declaration | Complete and return this form with the proposal only if Proposer wishes to declare DVBE status. |
| Attachment 8: Bidder Declaration | Complete and return this form with the proposal only if Proposer wishes to claim the DVBE incentive associated with this RFP. |
| Attachment 9: Darfur Contracting Act Certification | The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal. |
| Attachment 10: Iran Contracting Act Certification | Proposer must complete and submit the Iran Contracting Act Certification. |
| Attachments 3 - 10 must be signed by an authorized representative of the Proposer. | |
| | **EXHIBIT** | **DESCRIPTION** | | --- | --- | | Exhibit A: Pricing Proposal | Excel sheet used to submit cost proposal. | | Exhibit B: Contractors and Programs List | List of current contractors, by program | | Exhibit C: Report Sample—Discharge from Accountability | Other report samples in RFP document | | Exhibit D: Collections Reporting Template | Template used to submit annual collections data, per PC 1463.010 and GC68514 | | |

**6.0 SUBMISSIONS OF PROPOSALS**

6.1 Proposals should provide straightforward, concise information that satisfies the requirements of the “Proposal Contents” section below. All printed materials shall be furnished on 8-1/2” x 11’ paper, no foldouts, and printing on one-side only wherever possible. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the RFP’s instructions and requirements, and completeness and clarity of content.

6.2 The Proposer must submit its proposal in two parts, the technical proposal and the pricing proposal.

1. The Proposer must submit **one (1) original and (5) copies and an electronic version** (USB thumb drive)of the Technical proposal. The original document must be signed by an authorized representative of the Proposer. The original Technical proposal (and copies thereof) must be submitted to the Judicial Council staff in a single sealed envelope, separate from the cost proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope.
2. The Proposer must submit **one (1) original and (5) copies and an electronic version** (USB thumb drive) of the Cost proposal. The original document must be signed by an authorized representative of the Proposer. The original Cost proposal (and copies thereof) must be submitted to the Judicial Council staff in a single sealed envelope, separate from the technical proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope.

6.3 Proposals must be delivered by the date and time listed on the coversheet of this RFP to address listed on the coversheet of this RFP.

6.4 Late proposals will not be accepted.

6.5 Only written proposal will be accepted. Proposals must be sent by registered or certified mail, courier service (e.g. FedEx), or delivered by hand. Proposals may not be transmitted by fax or email.

**7.0 PROPOSAL CONTENTS**

7.1 Technical Proposal.

The following information must be included in the technical proposal. A proposal lacking any of the following information may be deemed non-responsive.

**Executive Summary—Tab 1**

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 mandatory qualification specified in Section 9.1 below.**

1. The Proposer’s name, address, telephone and fax numbers, and federal tax identification number. Note that if the Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.

1. Name, title, address, telephone number, and email address of the individual who will act as the Proposer’s designated representative for purposes of this RFP.
2. Names, addresses, and telephone number of a minimum of three (3) clients to whom the Proposer has provided collection services. The Judicial Council may check references listed by the Proposer.

**Financial Viability and Stability— Tab 2**

The Judicial Council 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):

1. Legal name and address of agency (Contractor), the Contact’s name, title, telephone numbers and email address;
2. Federal identification and/or social security number;
3. If incorporated, state in which incorporated;
4. A short narrative description of the Proposer’s organization; including organization charts and list of company officers;
5. Principal type of business;
6. Total number of years in business;
7. List of states in which Proposer is licensed;
8. Number of years providing services similar in size and scope to those requested in this RFP;
9. 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 California;

iii. Collection of any debt or accounts due to federal, state, or local government entities; and

1. 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);
2. Significant organizational events in the past five (5) years such as:

i. Bankruptcies;

ii. Mergers;

iii. Acquisitions;

iv. Initial Public Offerings (IPOs);

1. Annual contract value of the Proposer’s three (3) largest collections contracts in the past three (3) years;
2. 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
3. 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.
4. 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. Telephone number.

**Experience and Qualifications – Tab 3**

The Judicial Council 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.

1. 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.

**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:

1. proposed project management methodology;
2. proposed project organization structure, including identification of key personnel, roles and responsibilities;
3. summary of proposed collection activities. (Use examples of collection letters, telephone contact, skip trace techniques, day and evening collection staff, etc. and explain how efforts differ between newly delinquent and aged debt (one year or older));
4. details of its methodology for handling debtors’ questions, problems and disputes;
5. details of its methodology for handling non-English speaking debtors, the hearing impaired, or blind debtors;
6. description of Proposer’s plan for transitioning a Participating Entity’s current collections services contract (if any); and
7. details of how Proposer’s work plan meets the requirements of a comprehensive collections program under Penal Code Section 1463.007.

**Computer Systems— Tab 5**

Proposer must provide the following information:

1. A brief description of its computer system and its update capabilities.
2. 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.
3. A brief description of its ability to maintain records of placements, collections recovery, producing reports, and billing of an unlimited number of debtors.
4. 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.
5. A brief description of the modes of data transmission employed by the Proposer in the conduct of business with the reference entities.
6. A brief description of how it proposes to connect to a Participating Entity’s case management or accounting system(s).
7. 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.
8. 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 telephone call distributors).

**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. Proposer must provide for all key staff identified, a resume describing the individual’s background and experience, as well as the individual’s ability and experience in conducting the proposed activities.

**Acceptance of the Terms and Conditions— Tab 7**

i. On Attachment 3, the Proposer must check the appropriate box and sign the form. If the Proposer marks the second box, it must provide the required additional materials. An “exception” includes any addition, deletion, or other modification.

ii. If exceptions are identified, the Proposer must also submit a red-lined version of the Terms and Conditions that clearly tracks proposed changes, and a written explanation or rationale for each exception and/or proposed change.

**Certifications, Attachments, and other requirements— Tab 8**

i. Proposer must complete the General Certifications Form (Attachment 4) and submit the completed form with its proposal.

ii. If Contractor is a California corporation, limited liability company (“LLC”), limited partnership (“LP”), or limited liability partnership (“LLP”), proof that Contractor is in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor conducts or will conduct (if awarded the contract) intrastate business in California, proof that Contractor is qualified to do business and in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor does not (and will not if awarded the contract) conduct intrastate business in California, proof that Contractor is in good standing in its home jurisdiction.

iii. Proposer must submit copies of the Proposer’s (and any subcontractors’) current business licenses, professional certifications, or other credentials, with its bid.

iv. Proposer must submit proof of financial solvency or stability (e.g., balance sheets and income statements) with its bid.

v. Proposer must complete the Payee Data Record Form (Attachment 5) and submit the completed form with its bid.

vi. Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (Attachment 6) and submit the completed certification with its bid.

vii. If Proposer wishes to claim the disabled veteran business enterprise (DVBE) incentive associated with this solicitation, Proposer must complete and submit the DVBE Declaration form (Attachment 7) with its bid.

viii. Each DVBE that will provide services in connection with the contract must complete this form. If Proposer is itself a DVBE, it must also complete and submit a signed Bidder Declaration form (Attachment 8) with its bid.

ix. Proposer must complete the Darfur Contracting Act Certification (Attachment 9) and submit the completed certification with its bid.

x. Proposer must complete the Iran Contracting Act Certification (Attachment 10) and submit the completed certification with its bid.

7.2 Cost Proposal.

Proposers must use the Microsoft Excel template (Pricing Proposal form – Exhibit A) and complete all worksheets (tabs) to submit the required cost proposal information.

**NOTE:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.

**8.0 OFFER PERIOD**

A Proposer's proposal is an irrevocable offer for ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this (90) day period, the Judicial Council of California reserves the right to negotiate extensions to this period.

**9.0 EVALUATION**

**9.1 Mandatory Qualifications**

Proposers must first meet the threshold mandatory qualification requirements listed in the following table to be considered for full evaluation:

|  |
| --- |
| 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 providing collection services to government or public sector entities, preferably for the collection of 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. 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 Master Agreement attached hereto as Attachment 2. |

Proposers who fail to meet any of the listed mandatory 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. Proposers who fail to meet any of the listed mandatory qualifications will be disqualified from final evaluation and scoring.

**9.2 Evaluation Committee**

9.2.1 The evaluation team will evaluate the proposals on a 100-point scale using the criteria set forth in the table below. Awards, if made, will be to one or more responsible Proposers with the highest-scored proposals.

9.2.2 If a contract will be awarded, the Judicial Council staff will post an intent to award notice at <http://www.courts.ca.gov/rfps.htm>.

| **CRITERION** | **Maximum number of POINTs** |
| --- | --- |
| Technical Understanding and Approach | 25 |
| Company experience | 22 |
| Financial Viability and Stability | 5 |
| Pricing (Exhibit A) | 30 |
| Acceptance of Terms and Conditions (Section 7, Tab 7) | 15 |
| DVBE Incentive (Section 12) | 3 |

**9.3 Evaluation Criteria**

9.3.1 Technical Understanding and Approach

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.

9.3.2 Company Experience

Proposers will be evaluated on their experience performing services comparable to that described in Section 3-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 Judicial Council 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.

9.3.3 Financial Viability and Stability

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

9.3.4 Pricing

Proposers must submit a pricing proposal in the form attached hereto as Exhibit 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 Judicial Council’s consideration. We will weigh prices for electronically submitted accounts at a higher percentage than for manually submitted accounts to reflect the differences in volumes for each. We will also weigh the costs for the different fees based on the differences in volumes for each.

9.3.5 Acceptance of Terms and Conditions

The Judicial Council prefers Proposers that will accept the Judicial Council’s Standard Terms and Conditions without exceptions. Acceptance of the Standard Terms and Conditions (Attachment 3), including the form Master Agreement and form Participating Agreement, shall be an affirmative factor in the evaluation of the Proposal. By contrast, significant exceptions to the Standard Terms and Conditions shall be a negative factor in the evaluation.

9.3.6 DVBE Incentive

(See section 12 of this RFP)

**10. INTERVIEWS AND NEGOTIATIONS**

Council staff may conduct interviews with Proposers to clarify aspects set forth in their proposals or to finalize the contract terms and conditions, including cost. Interviews and negotiations may be conducted in person or by phone. If conducted in person, interviews and negotiations will likely be held at the Judicial Council staff offices. Proposers will not be reimbursed for any costs incurred in traveling to or from the location. Council staff will notify eligible Proposers regarding interview or negotiation arrangements.

**11. CONFIDENTIAL OR PROPRIETARY INFORMATION**

**Proposals are subject to disclosure pursuant to applicable provisions of the California Public Contract Code and rule 10.500 of the California Rules of Court.** The Judicial Council will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Proposer that is not a publicly-traded corporation. All other information in proposals will be disclosed in response to applicable public records requests. Such disclosure will be made regardless of whether the proposal (or portions thereof) is marked “confidential,” “proprietary,” or otherwise, and regardless of any statement in the proposal (a) purporting to limit the Judicial Council’s right to disclose information in the proposal, or (b) requiring the Judicial Council to inform or obtain the consent of the Proposer prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

**12. DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE**

12.1 Qualification for the DVBE incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.

12.2 Eligibility for and application of the DVBE incentive is governed by the Council’s DVBE Rules and Procedures. Proposer will receive a DVBE incentive if, in the sole determination of the Council’s staff, Proposer has met all applicable requirements. If Proposer receives the DVBE incentive, a number of points will be added to the score assigned to Proposer’s proposal. The number of points that will be added as specified in section 16 above.

12.3 To receive the DVBE incentive, at least 3 percent of the contract goods and/or services must be provided by a DVBE performing a commercially useful function. Or, for solicitations of non-IT goods and IT goods and services, Proposer may have an approved Business Utilization Plan (“BUP”) on file with the California Department of General Services (“DGS”).

12.4 If Proposer wishes to seek the DVBE incentive:

* Proposer must complete and submit with its proposal the Bidder DVBE Declaration (Attachment 8). Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.
* Proposer must submit with its proposal a DVBE Declaration (Attachment 7) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Proposer is itself a DVBE, it must also complete and sign the DVBE Declaration (Attachment 7). If Proposer will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. NOTE: The DVBE Declaration is not required if Proposer will qualify for the DVBE incentive using a BUP on file with DGS.

12.5 Failure to complete and submit these forms as required will result in Proposer not receiving the DVBE incentive. In addition, Council staff may request additional written clarifying information. Failure to provide this information as requested will result in Proposer not receiving the DVBE incentive.

12.6 If Proposer receives the DVBE incentive: (i) Proposer will be required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Proposer must use any DVBE subcontractor(s) identified in its proposal unless the JBE approves in writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its proposal will constitute a breach of contract.

**FRAUDULENT MISREPREPRETATION IN CONNECTION WITH THE DVBE INCENTIVE IS A MISDEMEANOR AND IS PUNISHABLE BY IMPRISONMENT OR FINE, AND VIOLATORS ARE LIABLE FOR CIVIL PENALTIES. SEE MVC 999.9.**

**13. PROTESTs**

Any protests will be handled in accordance with the protest procedures set forth in Attachment 1, Administrative Rules Governing RFPs. Failure of a Proposer to comply with the protest procedures set forth in Attachment 1 will render a protest inadequate and non-responsive, and will result in rejection of the protest. Protests must be sent to:

Judicial Council of California

Attn: Procurement – Contracts Supervisor

2850 Gateway Oaks Drive, Suite 300

Sacramento, CA 95833-4348

**Exhibit A**

**Pricing Proposal**

**(Attached as a separate Word file)**

**Exhibit B**

**Contractors and Programs List**

(Attached as a separate Excel file)

**Exhibit C**

**Report Samples**

Discharge from Accountability Report (Attached as a separate Excel file)

|  |  |  |  |
| --- | --- | --- | --- |
| Acknowledgement Report – [Category] - Date XXXXXX | | | |
| **Acknowledgement of Referrals Received** | | | |
| **Case Number** | **Last Name, First Name, MI** | **Appearance or Fine Due Date** | **Bail/Fine Amount** |
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|  |  |  |  |
| **Total Item Count** |  |  | **Total Amount Referred** |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **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** |
|  |  |  |  |  |  |  |  |  |  |  |
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| **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 |  |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **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** | | | | | | |  | | |  | | | |  | | | |  | | |
| **Collection Analysis Report** For the Period Ending: \_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | | | | | | | | | | | | | | | |
| **CASES AND AMOUNT REFERRED FOR CIVIL ASSESSMENT** | | | | | **COLLECTIONS** | | | | | | | | | **TOTAL COLLECTIONS (Including Non-Cash)** | | | | **ACCOUNTS REMAINING** | |
| **Month/Yr. of Ref** | **# of Accts Ref** | **Bail/Fine Amt. Ref** | **Civil Assessment Added** | **Total Amt. Ref** | **Collections - Current Month** | | **Bail/Fine Paid to Date** | **Civil Assessment Paid to Date** | | **Total Paid to Date** | **Total Paid as % of Referrals** | **Cost** | | **Non-Cash Adj.’s** | **Total Deducted from Amt. Ref (Paid + Adj.’s)** | **Total Deducted as a % of Referrals** | | **Number of Remain Accts** | **Dollar Value of Remain Accts** |
|  |  |  |  |  |  | |  |  | |  |  |  | |  |  |  | |  |  |
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| FY Total |  |  |  |  |  | |  |  | |  |  |  | |  |  |  | |  |  |
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| Cum. Total |  |  |  |  |  | |  |  | |  |  |  | |  |  |  | |  |  |

|  |  |
| --- | --- |
| Bail/Fine received during the Month: |  |
| Civil Assessment received during the Month: |  |
| Commission earned during the Month: |  |
| Total collected during the month |  |

Exhibit D

Collections Reporting Template

(Attached as a separate Excel file)

Also available for download at: <http://www.courts.ca.gov/partners/455.htm>