

RFP Number ECU-201101-GW is hereby amended as indicated below (redlines are shown to indicate deleted and/or added text):

1. RFP Section 1.1, Issuing Body and Coordinated Procurement, is revised as indicated below:

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 statewide court and county collection programs with the collection of delinquent court-ordered debt ("Accounts") due and payable from members of the public under a 6 month Infraction Amnesty Program.

The AOC intends to award one or more agreements ("Infraction Amnesty Program Master Agreements") to selected proposers ("Contractors") who will agree to provide specified collections services on the terms and conditions set forth in the Infraction Amnesty Program Master Agreement to any one or more of any of the superior courts of the State of California and the counties of the State of California (the "Participating Entities"). The Infraction Amnesty Program Master Agreement(s) will be for a 6 month term from January 1, 2012 to June 30, 2012. 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 courtesy 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 eligible 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. The Participating Entity may retain all or a portion of the Accounts eligible for the Infraction Amnesty Program.

Participating Entities who are currently contracting with a private collections agency under an existing AOC Collections Master Agreement may collect accounts eligible for the Infraction Amnesty Program by simply amending their existing participation agreement if the collection agency is awarded an agreement for this RFP. Because the basic terms and conditions for both programs are the same, these Participating Entities have the choice to either enter into a participating agreement with a new vendor under the Infraction Amnesty Program Master Agreement or amend their existing participation agreement to reflect the advertising and marketing program and the amnesty program commission fee.

2. RFP Section 1.2, Historical Data, is revised as indicated below:

1.1 Historical Data

At the end of fiscal year 2008-2009, there were 8.9 million outstanding court cases statewide with an estimated ~~collections~~ value of \$5.9 billion. ~~Judicial Council~~Research by the Administrative Office of the Courts ~~research~~ has shown that, based on a 10-year trend, 78 percent of criminal cases filed are traffic infractions, the case type subject to this Infraction Amnesty Program. These cases ~~pay are paid~~ with a higher frequency than misdemeanor or felony cases, but for the purposes of this estimate, it is assumed that 78 percent of the \$5.9 billion of outstanding debt, or \$4.6 billion, is attributable to infractions. Since only 50 percent of the debt ~~is may be~~ recoverable under ~~this program~~amnesty, \$2.3 billion ~~could may~~ be ~~subject collectible to through~~ the Infraction Amnesty Program. Because the debt is older and the participants must meet certain eligibility criteria, it is estimated that the program could collect between 2 percent and 5 percent of the \$2.3 billion.

3. RFP Section 2.3.3, Minimum Qualifications, is revised as indicated below:

2.3.3 Minimum Qualifications

To be considered for full evaluation and possible award, Proposers, including vendors with existing AOC Collections Master Agreements, must first meet the minimum qualification requirements listed in the following table:

	Minimum Qualifications
1.	Proposer has collection services revenue (i.e., commission fees) greater than \$3 million per year each of the last three years.
2.	Proposer has three or more years experience working with government or public sector entities, preferably for court-ordered debt.
3.	Proposer is capable of providing full time on-site staff for collection efforts at Participating Entities requesting such presence.
4.	Proposer is not currently under suspension or debarment by any state or federal government agency and is not tax delinquent with the State of California (Ref. <u>Appendix B</u>).
5.	Proposer has all required licenses and permits for states where it performs collection services.
6.	Proposer carries the insurance coverage required in the form in the Infraction Amnesty Program Master Agreement attached hereto as <u>Appendix E</u> .

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 award of a master agreement. Proposers, including vendors with existing AOC Collections Master Agreements, 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.

4. **RFP Section 3.3, Proposal Contents**, is revised as indicated below:

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 firms will be considered subcontractors.

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

- One original Contractor Certification Form (Appendix B);
- Certificates of insurance for all insurances required;
- Statement of acceptance of the terms and conditions of the Infraction Amnesty Program Master Agreement; if Proposer is unwilling to fully accept the terms and conditions of the Infraction Amnesty Program Master Agreement, any exceptions to terms must be provided in “redline” with statement of intent as noted in Section 3.5
(not required to be submitted by vendors who have an existing **AOC Collections** Master Agreement ~~for Collections with the AOC unless that vendor wishes to take an exception to its current terms and conditions~~);
- ten (10) hard copies and one (1) electronic format copy, on a CD or DVD, of the entire Proposal minus Appendix A- Pricing Proposal in MS Word; and
- ten (10) hard copies and (1) electronic format, on a CD or DVD of Appendix A- Pricing Proposal in a separately sealed envelope, clearly marked with “Appendix A- Pricing Proposal” and the Proposer’s name.

5. **RFP Section 3.3.2, Financial Viability and Stability, 1st paragraph**, is revised as indicated below:

- 3.3.2** Financial Viability and Stability - Tab 2
(not required to be submitted by vendors who have an existing **AOC Collections** Master Agreement ~~for Collections with the AOC if the vendor has not had any significant organizational events of the company or outstanding legal issues~~)

6. **RFP Section 3.3.3, Experience and Qualifications, 1st paragraph**, is revised as indicated below:

3.3.3 Experience and Qualifications - Tab 3
(~~not required to be submitted by~~ vendors who have an existing AOC Collections Master Agreement ~~for Collections with the AOC~~ must submit information specific to the experience and qualifications regarding amnesty programs)

7. **RFP Section 3.3.5, Computer Systems, 1st paragraph**, is revised as indicated below:

3.3.5 Computer Systems –Tab 5
(not required to be submitted by vendors who have an existing AOC Collections Master Agreement ~~for Collections with the AOC~~)

8. **RFP Section 4.2, Advertising and Marketing Campaign**, is revised as indicated below:

4.2 Advertising and Marketing Campaign

The Contractor shall provide advertising and marketing services for the Infraction Amnesty program appropriate to the community, including but not limited to:

- (a) Public Service Announcements (PSA) developed for the local community (i.e., Spanish and other languages) with a message approved by the AOC;
- (b) Traditional advertising media services such as newspapers, magazines, posters, hand-out material, and mailed notices;
- (c) Modern social media such as Twitter and Facebook;
- (d) A plan for the utilization of the above communication methods beginning not less than 60 days prior to the program start date of January 1, 2012.

All proposed advertising and marketing services are to be approved by the AOC in collaboration with Participating Entities, and in accordance with the Participation Agreement.

Estimated costs shall be included in the Contractor's pricing structure.

9. RFP Section 4.4, Reporting Requirements, is revised as indicated below:

4.4 Reporting Requirements

Contractor shall comply with the reporting requirements set forth in Vehicle Code Section 42008.7, as specified by the Judicial Council/AOC (Appendix C).

Unless otherwise set forth by a Participating Entity in its Participating Agreement, Contractor will provide the reports described in this Section 4.4 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 and the AOC Enhanced Collections Unit. At the Participating Entity's option, the reports may be electronically transferred or provided in hardcopy format.

Unless otherwise indicated, all information must be reported in the format specified in Appendix C.

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.

10. RFP Section 4.4.5, Other Reports to the AOC, is revised as indicated below:

4.4.5 Other Reports to the AOC

Within five (5) business days after the end of each calendar month, Contractor will provide each Participating Entity and the AOC Enhanced Collections Unit a summary of Account activity for that month. The report will display all information by county in the format specified in Appendix C.

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

At no additional cost to the courts and counties, Contractor shall provide the required data to the ~~courts and counties~~ Participating Entities and the AOC Enhanced Collections Unit. The current data that needs to be provided is included in Appendix C.

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 Infraction Amnesty Program 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 Infraction Amnesty Program Master Agreement.

11. RFP Section 4.6, Transition Services, is revised as indicated below:

4.6 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 an Infraction Amnesty Program 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) at the end of Infraction Amnesty Program or contract term, whichever is sooner, but no later than 30 days after June 30, 2012, Contractor shall return, upon approval by the Participating Entity, in the format received (electronic or manual) all collection Accounts to either the Participating Entity or to any other designated entity (e.g., private vendor or Franchise Tax Board).
- (e) 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 30 calendar days of expiration or termination of the Infraction Amnesty Program Master Agreement or Participation Agreement, the Participating Entity will pay Contractor the fee identified in the Infraction Amnesty Program Master Agreement. If the Contractor forwards payment to the Participating Entity after 30 calendar days of expiration or termination of the Infraction Amnesty Program Master Agreement or Participation Agreement, the Contractor will no longer be due a fee and the Participating Entity will not pay a fee.

12. RFP Appendix C, Report Example, is revised as indicated below:

Appendix C, Revision 1
REPORT SAMPLE

Infraction Amnesty Program Collections Report
January 1 through June 30, 2012

Collection Program: _____

	No. Accounts Referred	Total Value of Accounts	No. Accounts Resolved	Total Revenue Collected	Total Operating Cost	Total Commission
Month 1 January						
Month 2 February						
Month 3 March						
Month 4 April						
Month 5 May						
Month 6 June						
TOTAL	0	\$0	0	\$0	\$0	\$0

VENDOR NAME: _____

COMPLETED BY: _____

TITLE: _____

PHONE NUMBER: _____

E-MAIL: _____

END