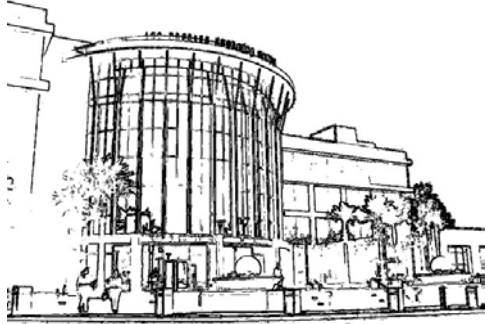


Judicial Council of California,  
Administrative Office of the Courts

Statewide Collection Services  
for Court-Ordered Debt Infraction  
Amnesty Program



Date:  
March 23, 2011

To:  
Potential Contractors

From:  
Administrative Office of the Courts

Subject:  
Request for Proposals, Statewide  
Collection Services Court-Ordered Debt  
Infraction Amnesty Program

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

Project Title:  
RFP number: ECU-201101-GW

Proposal Due Date and Time:  
1 p.m. on June 3, 2011  
(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, 7<sup>th</sup> Floor  
San Francisco, CA 94102  
*(Indicate Project Title on lower left corner of  
envelope)*

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## **I. 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 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 Master Collections Agreement may collect accounts eligible for the Infraction Amnesty Program by simply amending their existing participation agreement. 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.

### **1.2 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 has shown that 78 percent of criminal cases are traffic infractions, the case type subject to this Infraction Amnesty Program. These cases pay 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 recoverable under this program, \$2.3 billion could be subject to 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.

### 1.3 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. All 58 collection programs have instituted such a program.

Vehicle Code section 42008.7 authorizes and sets the general parameters for a one time mandatory Infraction Amnesty Program for fines and bail meeting certain eligibility requirements. This section requires that the Infraction Amnesty Program be implemented in accordance with the guidelines established by the Judicial Council.

The purpose of this one-time only Infraction Amnesty Program is to provide relief to individuals who have found themselves in violation of a court-ordered obligation because they are financially unable to pay infraction bail or fines. Vehicle Code section 42008.7 requires that each collection program accept 50 percent of the fine or bail balance in full satisfaction of amounts owed. The program will increase revenue by encouraging payment of unpaid debt that is three years or older and relieve the defendant of any further criminal penalties in connection with the specific violation.

To be eligible for the Infraction Amnesty Program the case must contain a vehicle or non-vehicle infraction violation and must meet all of the following requirements:

1. The violation is an infraction filed with the court,
2. The due date for payment of the fine or bail was on or before January 1, 2009.
3. The defendant does not owe victim restitution on any case within the county.
4. There are no outstanding warrants for the defendant within the county.

The term fine or bail refers to the total balance due in connection with a specific vehicle or non-vehicle code infraction. Delinquent fines result when a case has been adjudicated and the defendant has failed to pay a court imposed fine. Delinquent bail results from a defendant's failure to appear in court as promised.

Any Infraction Amnesty Program Master Agreement(s) (Appendix E) entered into as a result of this RFP will allow Participating Entities to utilize a Contractor's services to meet the requirements of Vehicle Code section 42008.7. The Contractor(s) under the Infraction Amnesty Program 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 Infraction Amnesty Program Master Agreement(s). To initiate services from a Contractor, each Participating Entity will enter into a separate agreement ("Infraction Amnesty Program Participating Agreement") (Appendix F) with the Contractor which will define the accounts to be transferred to Contractor, and the schedule of transfer.

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, the Infraction Amnesty Program Participating Agreements be in substantially similar form to the form attached hereto as Appendix F.

**II. 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.

<u>No.</u>	<u>EVENTS</u>	<u>Key Dates</u>
1.	Issue RFP	March 23, 2011
2.	Deadline for Proposers to submit Notice of Intent to Participate in Mandatory Pre-Proposal Conference, noted in Section 2.2 (to facilitate conference room size and arrangements)	March 29, 2011 5 pm Pacific Time (PT)
3.	Mandatory Pre-Proposal Conference	April 4, 2011 1 pm PT
4.	Deadline for Proposer Requests for Clarifications, Modifications or Questions	April 14, 2011 5 pm PT
5.	Clarifications, Modifications and/or Answers to Questions posted on RFP website.	May 6, 2011 5 pm PT
6.	Proposal Due Date	June 3, 2011 1 pm PT
7.	Notice of Intent to Award (estimated)	June 13, 2011
8.	Negotiations (estimated)	June 23, 2011
9.	Notice of Award (estimated)	June 24, 2011

## **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, Southern Regional Office  
2255 North Ontario Street, Suite 200  
Burbank, CA 91504

Proposals from potential proposers who did not attend the pre-proposal conference will not be accepted and will be returned unopened. Because vendors who have an existing AOC Master Collections Agreement have already been performing under the requirements of the courts and counties in regards to the collection of court-ordered debt, these vendors are not required to attend; however, to best understand the Infraction Amnesty Program, it is highly recommended that these vendors attend the pre-proposal conference.

To facilitate conference size and arrangements, each pre-proposal conference participant should deliver a notice of intent to participate to the AOC Contact via email ([solicitations@jud.ca.gov](mailto: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 a clarification and/or an addendum, which will be posted on the RFP Website.

## **2.3 Evaluation Process**

### **2.3.1 Evaluation Committee**

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

The AOC 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 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. <a href="#">Appendix B</a> ).
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 <a href="#">Appendix E</a> .

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 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 nuances of collections of the Accounts and to implement an effective amnesty 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).



**2.4.2** Company Experience: 25%

Proposers will be evaluated on their experience performing services comparable to that described in Section IV-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: 10%

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: 25%

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 amnesty collection services, plus an hourly rate for optional on-site personnel, or additional services offered. If they choose, Proposers may submit an alternative pricing structure, in addition to the percentage commission fee structure, for the AOC's consideration.

**2.4.5** Contract Risk: 10%

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

**2.5 Interviews and Negotiations**

The 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 an Infraction Amnesty Program Master Agreement, if any, without negotiations.

**2.6 Award**

The Evaluation Committee will make a final recommendation for award of one or more Infraction Amnesty Program Master Agreements 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 three (3) business days prior to the date that action to award the Infraction Amnesty Program

STATEWIDE COLLECTION SERVICES FOR COURT-ORDERED DEBT INFRACTION AMNESTY PROGRAM  
ADMINISTRATIVE OFFICE OF THE COURTS REQUEST FOR PROPOSAL NO. ECU-201101-GW

Master Agreement will be taken. Upon award, the successful Proposer(s) will be required to execute an Infraction Amnesty Program Master Agreement in substantially the same form as that attached as Appendix E hereto. The successful Proposer must forward the required insurance endorsements to the AOC within ten (10) business days following the award.

### **III. 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 D.

#### **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 120<sup>th</sup> 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 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 Master Agreement for Collections with the AOC);
- 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.

**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 (not required to be submitted by vendors who have an existing Master Agreement for Collections with the AOC)**

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;

- (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.

**3.3.3 Experience and Qualifications - Tab 3 (not required to be submitted by vendors who have an existing Master Agreement for Collections with the AOC)**

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.
- (b) 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.

**3.3.4 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) marketing and advertising of the Infraction Amnesty Program;
- (d) summary of proposed Infraction Amnesty Program collection activities. (Use examples of collection letters, telephone contact, skip trace techniques, day and evening collection staff, etc.);
- (e) details of its methodology for handling debtors' questions, problems and disputes;
- (f) details of its methodology for handling non-English speaking debtors, the hearing impaired, or blind debtors;
- (g) description of Proposer's plan for transitioning a Participating Entity's current collections Account (if any);
- (h) details of how Proposer's work plan meets the requirements of Vehicle Code section 42008.7;
- (i) details of Proposer's plan for returning collection Accounts to a Participating Entity at the end of Infraction Amnesty Program (June 30, 2012),

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

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 master agreements to one or more Contractors for amnesty collection services whose agreements 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** (not required to be submitted by vendors who have an existing Master Agreement for Collections with the AOC)

If a Proposer takes exception to any term of the form Infraction Amnesty Program Master Agreement attached as Appendix E 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 Infraction Amnesty Program Master Agreement unless the Proposal expressly states otherwise.

## **IV. Statement of Work**

### **4.1 Required Account Services**

Any Proposer selected by the AOC will be required to provide Infraction Amnesty Program collection services for Accounts due and payable from members of the public to a Participating Entity that became due on or before, January 1, 2009. As used in Vehicle Code section 42008.7, the term "fine" or "bail" refers to the total balance due in connection with a specific violation, which includes, but are not limited to, the following:

(a) Base fine or bail, as established by court order, by statute, or by the court's bail schedule.

(b) Penalty assessments imposed pursuant to Section 1464 of the Penal Code and Sections 76000, 70372, 76104.6, 76104.7, and 76000.5 of the Government Code.

(c) Civil assessment imposed pursuant to Section 1214.1 of the Penal Code.

(d) State surcharge imposed pursuant to Section 1465.7 of the Penal Code.

(e) Court security fee imposed pursuant to Section 1465.8 of the Penal Code.

**4.1.1 Contractor will, in the collection of Accounts:**

(a) Accept only the amount authorized/specified by the Participating Entity as full payment;

(b) Notify the Participating Entity of payment within one (1) business day of payment;

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

(d) 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;

(e) 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 and answer questions) during all hours the Participating Entity is open to the public;

(f) 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;

(g) Comply with the reporting requirements set forth in Vehicle Code Section 42008.7, and as required by the Judicial Council;

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

(i) 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;

(j) 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;



(k) 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;

(l) 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

(m) 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.

#### **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 accordance with the Participation Agreement.

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

#### **4.3 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 and answer questions) 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.

(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 (Spanish speaking) 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 Infraction Amnesty Program Master Agreement or as otherwise provided in the Participating Agreement.

#### **4.4 Reporting Requirements**

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

(b) 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. At the Participating Entity's option, the reports may be electronically transferred or provided in hardcopy format.

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

(d) 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.

##### **4.4.1 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) bail or fine due date; 4) amount of bail or fine referred.

##### **4.4.2 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 full payment has been made, and for each such account, where applicable: 1) debtor's name; 2) case number; 3) total paid; and 4) amount paid with personal check that has not yet cleared.

##### **4.4.3 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 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 / Paid
  - Payment collected by the Participating Entity

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) bail or fine amount owed. The report will contain an adjustment reason code legend.

#### **4.4.4 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) bail or fine amount referred; and 4) total payment and adjustments. The account status report will be sorted alphabetically by debtor's last name.

#### **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 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. 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.

#### **4.5 Contractor Computer Systems**

Contractor's computer system will be capable of interfacing, and will interface its computer system, with the Participating Entity's existing traffic and/or accounting systems at no cost to the Participating Entity. 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) Bail or fine amount due date
- iv) Account balance
- v) Amount paid

#### **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, in the format received (electronic or manual) all collection Accounts to 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.

**4.7 Procurement Process – Use of Infraction Amnesty Program Master Agreement**

After award of an Infractions Amnesty Program 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 Infractions Amnesty Program Master Agreement and incorporate the terms and conditions of it unless the parties agree otherwise. 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.

**4.8 Pricing Structure**

**4.8.1** 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.

**4.8.2** Contractor understands that the Franchise Tax Board Interagency Intercept Collection program (FTB-IIC) may collect the money due on an Account that has been referred to the Contractor. The FTB-IIC 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 FTB-IIC; i.e., no fee will be paid to Contractor if the debt is paid through the FTB-IIC.

**4.8.3** Contractor shall submit two pricing structures: 1) one where the commission rate includes the costs of advertising and marketing campaign and 2) one where the costs of the advertising and marketing campaign are separate from the commission rate.

**Appendix A**  
**Pricing Proposal**

**Proposed Commission Fee for the collection of eligible amnesty accounts including the costs of Section 4.2, Advertising and Marketing Campaign, \_\_\_\_\_ %**

**Proposed Commission Fee for the collection of eligible amnesty accounts NOT including the costs of Section 4.2, Advertising and Marketing Campaign, \_\_\_\_\_ %**

**Fee for services as described in Section 4.2 Advertising and Marketing Campaign: \_\_\_\_\_**

**Fee for services as described in Section 4.3 On-site Personnel: \_\_\_\_\_**

**Appendix B**  
**Certification Form**

**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 Proposer 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 Proposer 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 C  
 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						
Month 2						
Month 3						
Month 4						
Month 5						
Month 6						
<b>TOTAL</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>



**Appendix D**

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

**ADMINISTRATIVE RULES GOVERNING**

**A. General**

The Request for Proposals (RFP), the evaluation of proposals, and the award of any contract shall conform to these Administrative Rules. A service provider's proposal is an irrevocable offer for 120 days following the deadline for its submission.

**B. Errors/Amendments/Clarifications to the RFP**

1. If a prospective service provider discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the prospective service provider should immediately give the AOC a written notice of the problem and request that the RFP be clarified or modified.
2. If a prospective service provider determines that one or more of the RFP's requirements, either as originally posted or as amended, is unfair, or unnecessarily onerous, or restrictive, or precludes less costly or alternative solutions, the prospective service provider may submit a written request that the RFP be modified, setting forth the recommended modification, and the prospective service provider's reasons for proposing the change.
3. Any request to clarify or modify the RFP must be submitted to the AOC by the proposal due date and time, and addressed to the contact person listed on the cover sheet to the RFP.
4. If prior to the proposal due date and time a prospective service provider submitting a proposal knows of or should have known of an error in the RFP but fails to notify the AOC of the error, the prospective service provider submits a proposal at its own risk. If the prospective service provider is awarded a contract for services, it will not be entitled to additional compensation, time to perform work, or any other advantage by reason of the error or, at the AOC's option, its later correction.
5. The AOC may modify the RFP for any reason prior to the proposal due date and time by posting an addendum to a publicly available website, provided prospective service providers have been directed to the particular website for RFP information.
6. If a prospective service provider's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the prospective service provider may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the prospective service provider 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 prospective service provider will be notified.

**C.      Withdrawal and Resubmission/Modification of Proposal**

A prospective service provider may withdraw its proposal at any time prior to the deadline for submitting proposals by notifying the AOC in writing of its withdrawal. The notice must be signed by the prospective service provider. The prospective service provider 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. 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. Nothing in this paragraph affects the ability of the AOC to consider additional information submitted via interview, reference, or otherwise, as set forth in these Administrative Rules.

**D.      Evaluation Process**

1. An evaluation team will review all proposals that are received to determine the extent to which they comply with the RFP's requirements.
2. AOC reserves the right to review the proposals, as well as supplemental information collected in the course of the evaluation process, including but not limited to information submitted to clarify any information in the proposal, and information gained in interviews and reference checks.
3. Proposals that fail to meet requirements of the RFP may be rejected. However, AOC reserves the right to evaluate any proposal submitted, regardless of whether such proposal fails to meet any requirement of the solicitation document.
4. Proposals that in the opinion of the AOC contain false or misleading statements may be rejected. During the evaluation process, the AOC may require a prospective service provider's representative to answer questions with regard to its proposal. Failure to demonstrate that any statement or representation made in a proposal are in fact true may be cause for rejection of a proposal, or of deeming the proposal non-responsive to the RFP. Failure of a prospective service provider to respond to questions is sufficient cause to reject a proposal.

**E.      Rejection of Proposals**

The AOC may reject any or all proposals and may or may not waive any deviation or defect in a proposal. The AOC's waiver of a deviation or defect shall in no way modify the RFP or excuse a prospective service provider from full compliance with the RFP's specifications. The AOC reserves the right to accept or reject any or all of the Services in a proposal, to award a contract for Services or select for the Pre-Qualified List a service

provider for all or part of the Services, to award a contract for any or all of the Services, or negotiate any or all items with prospective service providers if it is deemed in the AOC's best interest. Moreover, the AOC reserves the right to make no selection from among respondents to this RFP.

**F. Award of Contract**

1. Award of the contract, if made, will be in accordance with the RFP to a responsible service provider determined by the AOC to be substantially compliant with all the requirements of the RFP and any addenda thereto, except deviations or defects waived by the AOC. Determination of whether a proposal substantially complies with the RFP requirements is in the sole discretion of the AOC.
2. Questions regarding the AOC's award of any business on the basis of proposals submitted in response to the RFP, or on any related matter, should be addressed to the contact person listed on the cover sheet of the RFP.

**G. Execution of Contracts**

Prospective service providers selected to provide services will be required to execute an AOC standard form contract, and will not be able to use their own contract form.

**H. Protest Procedure**

1. General. Failure to comply with the protest procedures set forth in this Section H will render a protest inadequate and noncompliant, and will result in rejection of the protest.
2. Protest Prior to Proposal Due Date and Time. An interested party that is an actual or prospective service provider with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to its submission of a proposal. Such protest must be received prior to the proposal due date and time. The protestor must have exhausted all administrative remedies discussed in these Administrative Rules prior to submitting the protest. Failure to do so may be grounds for denying the protest.
3. Protest After Selection. A prospective service provider that submitted a proposal may protest the selection of another service provider based on allegations of improprieties occurring during the evaluation process, if the protest meets all of the following conditions:
  - a. The prospective service provider has submitted a proposal that it believes to be responsive to the RFP;
  - b. The prospective service provider believes that its proposal meets the administrative and technical requirements of the RFP, and proposes services of proven quality and performance;

- c. The service provider believes that its proposal offers services at a competitive cost to the AOC; and,
- d. The prospective service provider believes that the AOC has incorrectly chosen not to select it for contract award.

Protests must be received no later than five (5) business days after the AOC posts the Notice of Intent to Award or other indication of selection of a service provider, as specified in the RFP.

- 4. Form of Protest. Protests must be submitted to the contact person listed on the cover sheet to the RFP, who will forward the protest to an appropriate contract officer for review and determination. An appropriate contract officer is one who was not, or will not be, a voting member of the evaluation team for the RFP. Protests must meet the following requirements to be considered:
  - a. The protest must be in writing and sent by certified, or registered mail, or overnight delivery service (with proof of delivery), or delivered personally to the address noted above. If the protest is hand-delivered, a receipt must be requested;
  - b. The protest must include the name, address, telephone and facsimile numbers, and email address of the party protesting or their representative;
  - c. The protest must include the title of the RFP under which the protest is submitted;
  - d. The protest must include a detailed description of the specific legal and factual grounds of protest, together with any supporting documentation; and
  - e. The protest must include the specific ruling or relief requested.

The AOC, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protesting party later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the AOC will not consider such new grounds or new evidence.

- 5. Determination of Protests Prior to Proposal Due Date and Time. Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal, the AOC will provide a written determination to the protesting party prior to the proposal due date and time. If required, the AOC may extend the proposal due date and time to allow for a reasonable time to review the protest.

If the protesting party elects to appeal a decision on its protest, the protesting party will follow the appeals process outlined below. The AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied, or proceed with the award and implementation of the contract.

6. Determination of Protests of Selection and Award. Upon receipt of a timely and proper protest, the AOC will investigate the protest and will provide a written response to the protesting party within a reasonable time. If the AOC requires additional time to review the protest and is not able to provide a response within ten (10) business days, the AOC will notify the protesting party. The AOC, at its sole discretion, may elect to withhold the selection, or contract award, until the protest is resolved or denied, or proceed with the selection, or the award and implementation of the contract. If the protesting party elects to appeal the decision on its protest, the protesting party will follow the appeals process outlined below.
7. Appeals Process. The contracting officer's decision on the protest shall be considered the final action by the AOC unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal with the AOC's Business Services Manager or designee. Appeals must be submitted to the contact person listed on the cover sheet to the RFP within five (5) business days of the issuance of the AOC's determination on the protest.

The justification for appeal is specifically limited to:

- a. Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted;
- b. The contracting officer's determination on the protest contained errors of fact, and that such errors of fact were significant and material factors in the contracting officer's decision; or
- c. The decision of the contracting officer was in error of law or regulation.

The protesting party's request for appeal shall include:

- a. the name, address telephone and facsimile numbers, and email address of the protesting party filing the appeal or their representative;
- b. A copy of the contracting officer's decision;
- c. The legal and factual basis for the appeal; and
- d. The ruling or relief requested.

Issues that could have been raised earlier will not be considered on appeal.

Upon receipt of a request for appeal, the AOC's Business Services Manager or designee will review the request and the decision of the contracting officer and shall issue a final decision. The decision of the AOC's Business Services Manager or designee shall constitute the final action of the AOC.

8. Protest Remedies. If the protest is upheld, the AOC will consider all circumstances surrounding the procurement in its decision for a fair and reasonable remedy, including the seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the good faith efforts of

the parties, the extent of performance, the cost to the AOC, the urgency of the procurement, and the impact of the recommendation(s) on the AOC. The AOC may pursue any combination of the following remedies:

- a. Terminate the contract for convenience;
- b. Re-solicit the requirement;
- c. Issue a new solicitation;
- d. Refrain from exercising options to extend the term under the contract, if applicable;
- e. Award a contract consistent with statute or regulation; or
- f. Apply other such remedies as may be required to promote compliance.

Notwithstanding that a protest is upheld, AOC reserves the right, upon consideration of the circumstances as set forth in this section, to proceed with the protested selection or award of contract, and to implement a contract with the firm selected or awarded the contract.

#### **I. News Releases**

News releases pertaining to the award of a contract may not be made without prior written approval of the AOC's Business Services Manager.

#### **J. Disposition of Materials**

All materials submitted in response to this RFP will become the property of the AOC and will be returned only at the AOC's option and at the expense of the prospective service provider submitting the material. One copy of a submitted proposal will be retained for official files, subject to disclosure in accordance with the RFP.

#### **K. Payment**

1. Payment terms will be specified in any agreement that may ensue as a result of this RFP.
2. **UNDER NO CIRCUMSTANCES WILL THE AOC PAY RETAINERS OR MAKE ANY OTHER ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon satisfactory completion of tasks as provided in the agreement between the AOC and the selected service provider. The AOC reserves the right to accept alternative billing methods set forth in the selected service provider's proposal, or negotiate others. The AOC may withhold ten percent of each invoice, and may withhold payment of invoices, until receipt and acceptance of the service or work product. The amount withheld may depend upon the length of the project and the payment schedule provided in the agreement between the AOC and the selected service provider.

**END OF APPENDIX D**

**APPENDIX E**

**FORM OF INFRACTION AMNESTY PROGRAM MASTER AGREEMENT**

(attached as a separate Word file)

**APPENDIX F**

**FORM OF PARTICIPATING AGREEMENT**

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF \_\_\_\_\_**

THIS PARTICIPATING AGREEMENT ("Agreement"), is made and entered into as of this \_\_\_ day of \_\_\_, 201\_, 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 Infraction Amnesty Program Master Agreement No. \_\_\_\_\_ ("Infraction Amnesty Program Master Agreement") for amnesty collections services dated \_\_\_\_\_;

WHEREAS, the Infraction Amnesty Program Master Agreement sets forth the terms and conditions upon which Contractor will provide collections services to the superior courts and counties 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 Infraction Amnesty Program Master Agreement on selected accounts established by the Court and not fully paid as of January 1, 2009, ("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 Infraction Amnesty Program Master Agreement, except where specifically stated herein. Terms defined in the Infraction Amnesty Program 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 Infraction Amnesty Program Master Agreement.
- 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:



STATEWIDE COLLECTION SERVICES FOR COURT-ORDERED DEBT INFRACTION AMNESTY PROGRAM  
ADMINISTRATIVE OFFICE OF THE COURTS REQUEST FOR PROPOSAL NO. ECU-201101-GW

Court Project Manager

Contractor Project Manager

Name:

Name:

Title:

Title:

Address:

Address:

Phone:

Phone:

E-mail:

E-mail:

4. **Payment and Pricing Structure.** Contractor shall invoice Court on a monthly basis for Commission Fees charged for its amnesty collections services under this Agreement, which will be the following percentage (\_\_\_ percent), 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 Infraction Amnesty Program Master Agreement, the parties hereto agree that Contractor will provide reports as specified in Appendix C., no later than [\_\_\_\_\_, 2012].

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 Infraction Amnesty Program Master Agreement unless the option to extend are not renewed by the Participating Entity or the Infraction Amnesty Program Master Agreement is earlier terminated. Notwithstanding the foregoing, either party may terminate all or any of the services under this Agreement by giving thirty (30) 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. **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.

**9. 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.

**10. 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.

**11. 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.

**12. 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.

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

**14. 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.

**15. 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.

STATEWIDE COLLECTION SERVICES FOR COURT-ORDERED DEBT INFRACTION AMNESTY PROGRAM  
ADMINISTRATIVE OFFICE OF THE COURTS \_\_\_\_\_ REQUEST FOR PROPOSAL NO. ECU-201101-GW

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

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

**18. 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:

By: \_\_\_\_\_  
Name:  
Title: